

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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 REVSAL INC., OPP PRODUCTS, INC., PPI TWO CORPORATION, RDN 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

Applicant

APPLICATION RECORD – VOLUME I

June 20, 2022

OSLER, HOSKIN & HARCOURT LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)
Tel: 416.862.4908
Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)
Tel: 416.862.4733
Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)
Tel: 416.862.5960
Email: mcalvaruso@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

TO: ATTACHED SERVICE LIST

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LLC, BRANDCO ELIZABETH ARDEN 2020 LLC, BRANDCO GIORGIO BEVERLY
HILLS 2020 LLC, BRANDCO HALSTON 2020 LLC, BRANDCO JEAN NATE 2020 LLC,
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REVSON INC., CREATIVE NAIL DESIGN, INC., CUTEX, INC., DF ENTERPRISES,
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(FINANCING), INC., ELIZABETH ARDEN (UK) LTD., ELIZABETH ARDEN
INVESTMENTS, LLC, ELIZABETH ARDEN NM, LLC, ELIZABETH ARDEN TRAVEL
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(as at June 20, 2022)

<u>PARTY</u>	<u>CONTACT</u>
OSLER, HOSKIN & HARCOURT LLP Box 50, 1 First Canadian Place 100 King Street West, Suite 6200 Toronto, ON M5X 1B8 Fax: 416.862.6666	Marc Wasserman Tel: 416.862.4908 Email: mwasserman@osler.com Shawn Irving Tel: 416.862.4733 Email: sirving@osler.com

<p>Canadian Counsel to the Applicant and the Chapter 11 Debtors</p>	<p>Martino Calvaruso Tel: 416.862.6665 Email: mcalvaruso@osler.com</p> <p>Blair McRadu Tel: 416.862.6576 Email: bmcradu@osler.com</p> <p>Marleigh Dick Tel: 416.862.4725 Email: mdick@osler.com</p>
<p>PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP 1285 Avenue of the Americas New York, NY 10019</p> <p>Tel: 212.373.3000 Fax: 212.757.3990</p> <p>U.S. Counsel to the Chapter 11 Debtors</p>	<p>Paul M. Basta Email: pbasta@paulweiss.com</p> <p>Alice Belisle Eaton Email: aeton@paulweiss.com</p> <p>Robert A. Britton Email: rbritton@paulweiss.com</p> <p>Kyle Kimpler Email: kkimpler@paulweiss.com</p> <p>Brian Bolin Email: bbolin@paulweiss.com</p>
<p>KSV ADVISORY INC. 150 King Street West, Suite 2308 Toronto, ON M5H 1J9</p> <p>Fax: 416.932.6266</p> <p>Proposed Information Officer</p>	<p>David Sieradzki Tel: 416.932.6030 Email: dsieradzki@ksvadvisory.com</p> <p>Christian Vit Tel : 647.848.1350 Email : cvit@ksadvisory.com</p>
<p>PROSKAUER ROSE LLP Eleven Times Square New York, NY 10036-8299</p> <p>Tel: 212.969.3000 Fax: 212.969.2900</p>	<p>Vincent Indelicato Email: vindelicato@proskauer.com</p> <p>Andrew Bettwy Email: abettwy@proskauer.com</p> <p>Philip A. Kaminski Email: pkaminski@proskauer.com</p> <p>Megan Volin Email: mvolin@proskauer.com</p>

<p>2029 Century Park East, Suite 2400 Los Angeles, CA 90067-3010</p> <p>Tel: 310.557.2900 Fax: 310.557.2193</p> <p>One International Place Boston, MA 02110</p> <p>Tel: 617.519.9600 Fax: 617.519.9899</p> <p>U.S. Counsel to MidCap Funding IV Trust</p>	<p>Steve Y. Ma Email: sma@proskauer.com</p> <p>Charles A. Dale Email: cdale@proskauer.com</p>
<p>NORTON ROSE FULBRIGHT CANADA LLP 222 Bay Street, Suite 3000 Toronto, ON M5K 1E7</p> <p>Canadian Counsel to MidCap Funding IV Trust</p>	<p>Evan Cobb Tel: 416.216.1929 Email: evan.cobb@nortonrosefullbright.com</p> <p>David M.A. Amato Tel: 416.216.1861 Email: david.amato@nortonrosefulbright.com</p> <p>Russell Dufault Tel: 416.216.4029 Email: russell.dufault@nortonrosefulbright.com</p>
<p>LATHAM & WATKINS LLP 1271 Avenue of the Americas New York, NY 10020</p> <p>Tel: 212.906.1200 Fax: 212.751.4864</p> <p>U.S. Counsel to Citibank, N.A.</p>	<p>Keith A. Simon Email: keith.simon@lw.com</p> <p>Eric Leon Email: eric.leon@lw.com</p> <p>Kuan Huang Email: kuan.huang@lw.com</p> <p>Andrew C. Ambruoso Email: andrew.ambruoso@lw.com</p> <p>Jonathan J. Weichselbraum Email: jon.weichselbaum@lw.com</p>

<p>BLAKES, CASSELS & GRAYDON LLP 199 Bay Street, Suite 4000 Commerce Court West Toronto, ON M5L 1A9</p> <p>Canadian Counsel to Citibank, N.A.</p>	<p>Linc Rogers Tel: 416.863.4168 Email: linc.rogers@blakes.com</p>
<p>PAUL HASTINGS LLP 200 Park Avenue New York, NY 10166</p> <p>Tel: 212.318.6000 Fax: 212.319.4090</p> <p>U.S. Counsel to Jefferies Finance LLC</p>	<p>Andrew V. Tenzer Email: andrewtenzer@paulhastings.com</p> <p>Scott C. Shelley Email: scottshelley@paulhastings.com</p> <p>Will Clark Farmer Email: willfarmer@paulhastings.com</p>
<p>DAVIS POLK & WARDWELL LLP 450 Lexington Avenue New York, NY 10017</p> <p>Tel: 212.450.4331 Fax: 212.701.5331</p> <p>U.S. Counsel to the Ad Hoc Group of BrandCo Lenders</p>	<p>Eli J. Vonnegut Email: eli.vonnegut@davispolk.com</p> <p>Joshua Sturm Email: joshua.sturm@davispolk.com</p> <p>Stephanie Massman Email: stephanie.massman@davispolk.com</p>
<p>2543053 ONTARIO INC. c/o QuadReal Property Group Limited Partnership 2000 Argentia Road, Plaza 5, Suite 101 Mississauga, ON L5N 2R7</p> <p>Landlord for 1590 South Gateway</p>	<p>Rob Lauer Email: rob.lauer@quadreal.com</p>
<p>CANADA REVENUE AGENCY 1 Front Street West Toronto, ON M5J 2X6</p> <p>Fax: 416.964.6411</p>	<p>Pat Confalone Tel: 416.954.6514 Email: pat.confalone@cra-arc.gc.ca</p>

<p>DEPARTMENT OF JUSTICE CANADA 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1</p> <p>Fax: 416.973.0810</p>	<p>Diane Winters Tel: 416.973.3172 Email: diane.winters@justice.gc.ca</p>
<p>MINISTRY OF FINANCE (ONTARIO) LEGAL SERVICES BRANCH College Park 11th Floor, 777 Bay St Toronto, ON M5G 2C8</p> <p>Fax: 416.325.1460</p>	<p>Leslie Crawford Email: leslie.crawford@ontario.ca</p> <p>Copy to: Email: insolvency.unit@ontario.ca</p>
<p>REVENUE QUEBEC Goods and Services Tax, Harmonized Sales Tax and Law of Quebec 3e étage, secteur R23CPF 1600 Boulevard René-Lévesque Ouest Montréal, QC H3H 2V2</p> <p>Fax: 514.285.3833</p>	<p>Alain Casavant Tel: 514.415.5083 Email: alain.casavant@revenuquebec.ca</p>
<p>CHAITONS LLP 5000 Yonge Street. 10th Floor Toronto, ON M2N 7E9</p> <p>Fax: 416.222.8402</p> <p>Counsel to Financial Services Regulatory Authority of Ontario</p>	<p>George Benchetrit Tel: 416.218.1141 Email: george@chaitons.com</p>
<p>CALEYWRAY LAWYERS 1600-65 Queen Street West Toronto, ON M5H 2M5</p> <p>Fax: 416.366.3293</p> <p>Counsel to Unifor, Local 323</p>	<p>Denis W. Ellickson Tel: 416.775.4678 Email: ellicksond@caleywray.com</p>

Email List: mwasserman@osler.com; sirving@osler.com; mcalvaruso@osler.com;
bmcradu@osler.com; mdick@osler.com; pbasta@paulweiss.com; aeton@paulweiss.com;
rbritton@paulweiss.com; kkimpler@paulweiss.com; bbolin@paulweiss.com;
dsieradzki@ksvadvisory.com; vindelicato@proskauer.com; abettwy@proskauer.com;
pkaminski@proskauer.com; mvolin@proskauer.com; sma@proskauer.com; cdale@proskauer.com;
evan.cobb@nortonrosefullbright.com; david.amato@nortonrosefulbright.com;
russell.dufault@nortonrosefulbright.com; keith.simon@lw.com; eric.leon@lw.com;
kuan.huang@lw.com; andrew.ambruso@lw.com; jon.weichselbaum@lw.com;
linc.rogers@blakes.com; andrewtenzer@paulhastings.com; scottshelley@paulhastings.com;
willfarmer@paulhastings.com; eli.vonnegut@davispolk.com; joshua.sturm@davispolk.com;
stephanie.massman@davispolk.com; rob.lauer@quadreal.com; pat.confalone@cra-arc.gc.ca;
diane.winters@justice.gc.ca; leslie.crawford@ontario.ca; insolvency.unit@ontario.ca;
alain.casavant@revenuequebec.ca; george@chaitons.com; ellicksond@caleywray.com

TAB 1



CV-22-00682880-00CL

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Applicant

NOTICE OF APPLICATION

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing on June 20, 2022 at 12 pm EST,

- In person
- By telephone conference
- By video conference


at the following location:

<https://ca01web.zoom.us/j/69206054523?pwd=SUxIN20xZ1o1RzNtWkZYSkRIRWpMQT09>

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date June 20, 2022 Issued by 
 Local Registrar, **Victoria Smithson**
Registrar, Superior Court of Justice
 Address of court office: Superior Court of Justice
 330 University Avenue, 9th Floor
 Toronto ON M5G 1R7

TO **SERVICE LIST**

APPLICATION

1. Revlon, Inc. (the “**Applicant**”), in its capacity as foreign representative of itself as well as 50 other debtors in possession that recently filed voluntary petitions for relief pursuant to Chapter 11 of the US Bankruptcy Code (the “**Chapter 11 Debtors**” and, together with their non-debtor affiliates, “**Revlon**” or the “**Company**”), makes this application for the following relief, substantially in the form of draft Orders included in the Application Record:

- (a) an order (the “**Initial Recognition Order**”)
 - (i) Appointing the Applicant as the foreign representative (the “**Foreign Representative**”) of the Chapter 11 Debtors as defined in section 45 of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”);
 - (ii) Declaring that the centre of main interest for each of the Chapter 11 Debtors is the United States of America and recognizing the Chapter 11 cases (the “**Chapter 11 Cases**”) commenced in respect of the Chapter 11 Debtors in the United States Bankruptcy Court for the Southern District of New York (the “**US Court**”) as a “foreign main proceeding” as defined in section 45 of the CCAA;
 - (iii) Granting a stay of proceedings in respect of the Chapter 11 Debtors until otherwise ordered by this Court;
 - (iv) Prohibiting each of the Chapter 11 Debtors from selling or otherwise disposing of any of its property in Canada that relates to the business and any of its other property in Canada; and
 - (v) Requiring the Information Officer to publish a notice once a week for two consecutive weeks, in the *Globe and Mail* (National Edition) regarding the issuance of this Order and the Supplemental Order.
- (b) an order (the “**Supplemental Order**”)
 - (i) Recognizing and enforcing the terms of the following orders entered by the US Court on June 16 and 17, 2022 (the “**Foreign Orders**”) (all of which are defined in the Supplemental Order):
 - (1) The Foreign Representative Order;

- (2) The Joint Administration Order;
 - (3) The Interim DIP Order;
 - (4) The Interim Utilities Order;
 - (5) The Interim NOL Order;
 - (6) The Interim Taxes Order;
 - (7) The Interim Wages Order;
 - (8) The Interim Surety Bond Order;
 - (9) The Interim Vendor Order;
 - (10) The Interim Cash Management Order;
 - (11) The Interim Customer Programs Order;
 - (12) The Interim Insurance Order; and
 - (13) The Kroll Retention Order.
- (ii) Granting a stay of proceedings (the “**Requested Stay**”), as further described below, in respect of the Chapter 11 Debtors or their employees or representatives acting in such capacities, or affecting the Business or the Property (as defined in the Supplemental Order);
 - (iii) Appointing KSV Restructuring Inc. as information officer (in such capacity, the “**Information Officer**”) in respect of these proceedings;
 - (iv) Granting the Term DIP Charge, the ABL DIP Charge and the Intercompany DIP Charge (all defined below and together, the “**DIP Charges**”), and affording the DIP Charges the priority set out in the proposed Supplemental Order and consistent with the liens and charges created by the Interim DIP Order;
 - (v) Granting the Administration Charge (defined below) and affording it the priority set out in the proposed Supplemental Order; and
 - (vi) Such further and other relief as this Honourable Court deems just.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

- (a) Revlon, Inc. is a global leader in the beauty industry, with a diverse portfolio of brands, including the iconic Revlon and Elizabeth Arden brands, spanning multiple

beauty segments. The Company's portfolio consists of over 20 key brands associated with thousands of products sold in approximately 150 countries worldwide.

- (b) On June 15 and 16, 2022 (the "**Petition Date**"), each of the Chapter 11 Debtors filed voluntary petitions for relief (together, the "**Petitions**") pursuant to Chapter 11 of the US Bankruptcy Code with the US Court.
- (c) Each of the Chapter 11 Debtors, including Revlon Canada Inc. ("**Revlon Canada**") and Elizabeth Arden (Canada) Limited ("**Elizabeth Arden Canada**"), are direct or indirect wholly-owned subsidiaries of Revlon, Inc.
- (d) All of the Chapter 11 Debtors are incorporated or established under the laws of the United States, with the exception of four foreign debtors – Beautyge I, which is established under the laws of the Cayman Islands, Elizabeth Arden (UK) Ltd., which is established under the laws of the United Kingdom, and Revlon Canada and Elizabeth Arden Canada, which are incorporated under the laws of Canada and maintain registered offices in Ontario.
- (e) The Company's operations in Canada consists principally of sales operations. Revlon operates one leased location in Canada at 1590 South Gateway in Mississauga, Ontario.
- (f) Of the 2,823 employees employed by the Chapter 11 Debtors in North America and the UK, approximately 102 are resident in Canada and employed by Revlon Canada or Elizabeth Arden Canada. Nineteen (19) of Revlon Canada's Canadian

employees are party to a collective agreement between Revlon Canada and UNIFOR and its Local 323 (the “Union”).

- (g) Revlon Canada and Elizabeth Arden Canada are fully integrated with the Company’s global operations and cannot operate on a stand-alone basis:
 - (i) Canadian sales make up approximately 6.67% of the Company’s annual net revenue;
 - (ii) Substantially all of the management of the Chapter 11 Debtors are located in the US;
 - (iii) Revlon Canada and Elizabeth Arden Canada are wholly reliant on the Chapter 11 Debtors for corporate, administrative and back-office support;
 - (iv) Revlon Canada and Elizabeth Arden Canada primarily rely on the purchasing power and supplier relationships of the Chapter 11 Debtors in the US;
 - (v) The Chapter 11 Debtors, including Revlon Canada and Elizabeth Arden Canada, operate shared services via the Company’s Shared Service Center (“SSC”), which is based in the US. The SSC jointly supports the following activities: finance (including billings, collections, invoice processing, accounting), IT and human resources; and
 - (vi) All or substantially all of the trademarks and IP used by Revlon Canada and Elizabeth Arden Canada are owned by the other Chapter 11 Debtors.
- (h) In addition, the Chapter 11 Debtors (including Revlon Canada and Elizabeth Arden Canada) and their non-Debtor affiliates operate an integrated, centralized cash management system.
- (i) As of the Petition Date, the Chapter 11 Debtors’ principal non-contingent liabilities consist of outstanding funded debt under four credit facilities and one series of unsecured notes with an aggregate outstanding principal amount of approximately \$3.5 billion. Revlon Canada and Elizabeth Arden Canada are guarantors under three of the four credit facilities.

- (j) Prior to the onset of the COVID-19 pandemic, the Chapter 11 Debtors, like many other companies in the beauty industry, had experienced a prolonged period of declining customer demand. This general downturn worsened considerably during the COVID-19 pandemic, and although the Company has more recently experienced a rebound in sales and a turnaround in demand, it now faces significant challenges from supply chain disruptions and liquidity constraints that pose a substantial challenge for its ongoing operations. In the face of these challenges, the Company's management and their advisors assessed the need for contingency planning and engaged in efforts to prepare the Chapter 11 Debtors to commence the Chapter 11 Cases. A key aspect of these efforts was to engage with the Company's stakeholders, including certain of the Chapter 11 Debtors' secured lenders, regarding the Chapter 11 Debtors' liquidity position, and the need for post-petition financing to enable the Chapter 11 Debtors to fund any potential chapter 11 process.
- (k) On June 8, 2022, the Chapter 11 Debtors failed to make an interest payment in the amount of approximately \$38 million owing under one of its credit facilities. Failure to pay interest was an event of default, and a cross-default under the Company's other funded debt.
- (l) The Chapter 11 Debtors filed the Petitions on the Petition Date, before the end of the five business-day grace period to make the interest payment.
- (m) The Chapter 11 Debtors, including Revlon Canada and Elizabeth Arden Canada on a standalone basis, cannot sustain normal course operations without an immediate

infusion of post-petition financing. Without post-petition financing, the Chapter 11 Debtors would be unable to preserve and maximize the value of their estates, causing irreparable harm to the value of the Chapter 11 Debtors' estates to the detriment of all stakeholders. If a value-maximizing restructuring is implemented through the Chapter 11 Cases, it is anticipated that the Company, including Revlon Canada and Elizabeth Arden Canada, will continue as a going concern, resulting in, among other things, the continuing employment of their Canadian employees. In addition, it is anticipated that trade creditors, customers, landlords and other third-party stakeholders will benefit from the continued operation of Revlon Canada and Elizabeth Arden Canada's business.

- (n) By commencing the Chapter 11 Cases and obtaining post-petition financing, the Chapter 11 Debtors will be able to stabilize operations while proactively engaging with key creditor constituencies to develop and implement their restructuring.

The Chapter 11 Cases each constitute a "Foreign Main Proceeding" in which the Applicant is the "Foreign Representative"

- (o) The Chapter 11 Debtors are all currently parties to the Chapter 11 Cases pursuant to the Petitions filed in the US Court under Chapter 11 of the Bankruptcy Code.
- (p) The Chapter 11 Cases constitute "foreign proceedings" pursuant to section 45(1) of the CCAA.
- (q) The Applicant has been appointed as "foreign representative" of all the Chapter 11 Debtors in the Chapter 11 Cases and, as such, falls within the definition of "foreign representative" under section 45(1) of the CCAA.

- (r) Pursuant to section 46(1) of the CCAA, the Foreign Representative may apply to this Court for recognition of the Chapter 11 Cases.
- (s) Pursuant to subsection 47(1) of the CCAA, this Court shall make an order recognizing the Chapter 11 Cases if it is satisfied that the application relates to a “foreign proceeding” and that the Applicant is a “foreign representative”.
- (t) Each of the Chapter 11 Debtors’ centre of main interest is located in the US and, as such, the within proceedings are a “foreign main proceeding” for the purposes of section 45(1) of the CCAA.
- (u) The DIP Facilities (defined below) contemplate that the Applicant will seek to recognize the Chapter 11 Cases.

The Requested Stay is Appropriate in the Circumstances

- (v) Under section 48 of the CCAA, the Court shall, in the case of a foreign main proceeding, exercise its jurisdiction to prohibit the commencement or furtherance of any action, suit or proceeding against the Chapter 11 Debtors, subject to any terms and conditions it considers appropriate.
- (w) The Requested Stay in Canada is essential to the consolidated efforts of the Chapter 11 Debtors.
- (x) Revlon Canada is party to, among other things, a group grievance with six unionized employees (the “**Group Grievance**”) and a policy grievance by the Union relating to certain provisions of the collective agreement (the “**Policy**”).

Grievance”). The Group Grievance and Policy Grievance were scheduled for arbitration on June 20, 2022.

Recognition of the Foreign Orders is Appropriate

- (y) For the purposes of ensuring that all interested parties cooperate in the efforts of the Chapter 11 Debtors, the Applicant requests that the terms of the Foreign Orders be recognized by this Court pursuant to section 49 of the CCAA.

Recognition of the DIP Motion and Granting of DIP Charges is Appropriate

- (z) The Chapter 11 Debtors have negotiated for: (i) a senior secured post-petition asset-based revolving credit facility in the aggregate principal amount of \$400 million (the “**ABL DIP Facility**”); and (ii) a senior secured priming post-petition term loan credit facility in the aggregate principal amount of \$575 million, with an incremental uncommitted facility in the amount of \$450 million (the “**Term DIP Facility**”).
- (aa) In addition to the ABL DIP Facility and the Term DIP Facility, 14 of the Revlon subsidiaries (the “**BrandCo Entities**”) have agreed to extend credit to Revlon Consumer Products Corporation, as borrower, pursuant to a superpriority junior secured debtor-in-possession intercompany credit facility provided for in the Interim DIP Order (the “**Intercompany DIP Facility**”, together with the ABL DIP Facility and the Term DIP Facility, the “**DIP Facilities**”), which facility provides for guarantees by the Chapter 11 Debtors other than the borrower and the BrandCo Entities (including Revlon Canada and Elizabeth Arden Canada) and liens on

substantially all assets and property of the Chapter 11 Debtors other than of the BrandCo Entities.

- (bb) The Company's need for significant and immediate liquidity is urgent. Without immediate additional financing in the form of the interim DIP financing requested, the Chapter 11 Debtors project that they will be unable to pay essential costs required to continue operating as a going concern, resulting in immediate and irreparable harm to the Chapter 11 Debtors' businesses, damaging all of the Chapter 11 Debtors' stakeholders.
- (cc) It is anticipated that Revlon will be able to fund operations via normal course inter-company transfers to Revlon Canada and Elizabeth Arden Canada during the course of these proceedings using funds borrowed under the DIP Facilities. In addition, as a result of the Intercompany DIP Facility, Revlon Canada and Elizabeth Arden Canada benefit from the continued availability of the BrandCo Entities' intellectual property, including through their ability to sell associated products into the Canadian marketplace.
- (dd) The US Court confirmed that financing on a post-petition basis is not otherwise available and is not available on terms more favourable than the terms contained in the proposed financing facilities.
- (ee) The amounts actually borrowed by the Chapter 11 Debtors under the DIP Facilities is proposed to be secured by, among other things, Court-ordered DIP Charges on the present and future assets, property and undertakings of the Chapter 11 Debtors located in Canada (the "**Canadian Collateral**") that rank in priority to all

unsecured claims and are subject to the relative priority of liens as set forth in the Interim DIP Order on the Canadian Collateral, but subordinate to the proposed Administration Charge described below.

- (ff) A going concern outcome is only available if the relief sought, including the DIP Charges, is granted.

The Appointment of an Information Officer is Appropriate

- (gg) KSV Restructuring Inc. has consented to act as the Information Officer in the within proceeding, and will assist the Court and Canadian stakeholders of the Chapter 11 Debtors.

The Administration Charge is Necessary

- (hh) The Chapter 11 Debtors propose to grant the Information Officer and its counsel, and the Chapter 11 Debtors' Canadian counsel an administration charge with respect to their fees and disbursements in the maximum amount of CDN\$1,500,000 (the "**Administration Charge**") on the Canadian Collateral.
- (ii) The Administration Charge is proposed to have first priority over all other charges.
- (jj) The Administration Charge is reasonable in the circumstances having regard to the size and complexity of these proceedings and the roles that will be required of the Information Officer and its counsel, and the Chapter 11 Debtors' Canadian counsel.

General

- (kk) The CCAA, including Part IV.

- (II) Such further and other grounds as counsel may advise and this Honourable Court may permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED** at the hearing of the application:

- (a) The Affidavit of Robert M. Caruso sworn June 19, 2022;
- (b) The Affidavit of Marleigh Dick sworn June 20, 2022;
- (c) Consent of KSV Restructuring Inc. to act as the Information Officer; and
- (d) Such further and other evidence as counsel may advise and this Honourable Court may permit.

June 20, 2022

OSLER, HOSKIN & HARCOURT LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)
Tel: 416.862.4908
Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)
Tel: 416.862.4733
Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)
Tel: 416.862.5960
Email: mcalvaruso@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED Court File No: CV-22-00682880-00CL
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
NOTICE OF APPLICATION

OSLER, HOSKIN & HARCOURT LLP
100 King Street West, 1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)
Tel: 416.862.4908
Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)
Tel: 416.862.4733
Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)
Tel: 416.862.5960
Email: mcalvaruso@osler.com
Fax: 416.862.6666

Lawyers for the Applicant

TAB 2

Court File No.:

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

THE HONOURABLE) MONDAY, THE 20TH
)
JUSTICE CONWAY) DAY OF JUNE, 2022
)

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 REVSAL INC., OPP PRODUCTS, INC., PPI TWO CORPORATION, RDN 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

**INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)**

THIS APPLICATION, 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 substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference via Zoom at Toronto, Ontario.

ON READING the Notice of Application, the affidavit of Robert M. Caruso affirmed June 19, 2022, filed,

AND UPON BEING ADVISED by counsel for the Foreign Representative that in addition to this Initial Recognition Order, a Supplemental Order (Foreign Main Proceeding) (the “**Supplemental Order**”) is being sought,

AND UPON HEARING the submissions of counsel for the Foreign Representative, and those other parties present, no one else appearing although duly served as appears from the affidavit of service of ● affirmed ●, 2022:

SERVICE

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

FOREIGN REPRESENTATIVE

2. **THIS COURT ORDERS AND DECLARES** that the Foreign Representative is the “foreign representative” as defined in section 45 of the CCAA of the Chapter 11 Debtors in respect of the cases commenced in the United States Bankruptcy Court for the Southern District of New York by the Chapter 11 Debtors pursuant to Chapter 11 of the United States Bankruptcy Code (collectively, the “**Foreign Proceeding**”).

CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING

3. **THIS COURT DECLARES** that the centre of main interests for each of the Chapter 11 Debtors is the United States of America and that the Foreign Proceeding is hereby recognized as a “foreign main proceeding” as defined in section 45 of the CCAA.

STAY OF PROCEEDINGS

4. **THIS COURT ORDERS** that until otherwise ordered by this Court:

- (a) all proceedings taken or that might be taken against the Chapter 11 Debtors under the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act* are stayed;
- (b) further proceedings in any action, suit or proceeding against the Chapter 11 Debtors are restrained; and
- (c) the commencement of any action, suit or proceeding against the Chapter 11 Debtors is prohibited.

NO SALE OF PROPERTY

5. **THIS COURT ORDERS** that, except with leave of this Court, each of the Chapter 11 Debtors is prohibited from selling or otherwise disposing of:

- (a) outside the ordinary course of its business, any of its property in Canada that relates to the business; and
- (b) any of its other property in Canada.

GENERAL

6. **THIS COURT ORDERS** that within five (5) business days from the date of this Order, or as soon as practicable thereafter, KSV Restructuring Inc., in its capacity as information officer, shall cause to be published a notice once a week for two consecutive weeks, in the Globe and Mail (National Edition) regarding the issuance of this Order and the Supplemental Order.

7. **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 and the Foreign Representative and their respective counsel and agents in carrying out the terms of this Order.

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

9. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the Chapter 11 Debtors and the Foreign Representative and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

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

Court File No:

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

**INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)**

OSLER, HOSKIN & HARCOURT, LLP

P.O. Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

mwasserman@osler.com

Shawn Irving (LSO# 50035U)

Tel: 416.862.4733

sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.6665

mcalvaruso@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

TAB 3

Court File No. —:

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

THE HONOURABLE) ~~WEEKDAY~~MONDAY, THE #20TH
)
JUSTICE —CONWAY) DAY OF ~~MONTH~~JUNE, 20~~YR~~22

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

AND IN THE MATTER OF ~~THE [LIST DEBTOR NAMES](the "Debtors")~~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, RDN 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 ~~[NAME OF FOREIGN REPRESENTATIVE]~~
REVLON, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

**INITIAL RECOGNITION ORDER
(FOREIGN MAIN[†] PROCEEDING)**

[†]-Under section 47 the Canadian Court must be satisfied that the application for the recognition of a foreign proceeding relates to a foreign proceeding and that the applicant is a foreign representative in respect of that foreign proceeding, and then determine if the foreign proceeding

THIS APPLICATION,² made by ~~[NAME OF FOREIGN REPRESENTATIVE]~~ 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 substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference via Zoom at ~~330 University Avenue~~, Toronto, Ontario.

ON READING the Notice of Application, the affidavit of ~~[NAME]~~ sworn [DATE], ~~[the preliminary report of [NAME] Robert M. Caruso affirmed June 19, 2022, in its capacity as proposed information officer (the "Proposed Information Officer") dated [DATE], each filed, and upon being provided with copies of the documents required by s.46 of the CCAA,~~

proceeding and that the applicant is a foreign representative in respect of that foreign proceeding, and then determine if the foreign proceeding is a foreign "main" or a foreign "non-main" proceeding. If the Canadian Court recognizes a foreign proceeding as a "main" proceeding, then section 48 of the CCAA provides that the Court must grant certain relief, subject to any terms and conditions it considers appropriate. The provisions of this model Order are minimal, and based on the mandatory relief set out in section 48 of the CCAA with respect to a foreign main proceeding. As noted below, supplemental and other relief is set out in the model Supplemental Order (Foreign Main Proceeding).

² Part IV of the CCAA governs cross-border insolvencies.

AND UPON BEING ADVISED by counsel for the Foreign Representative that in addition to this Initial Recognition Order, a Supplemental Order (Foreign Main Proceeding) ~~will be~~ (the “Supplemental Order”) is being sought,³

AND UPON HEARING the submissions of counsel for the Foreign Representative, ~~counsel for the Proposed Information Officer,~~ ~~counsel for [OTHER PARTIES],~~ and ~~upon being advised that no~~ those other ~~persons were~~ parties present, no one else appearing although duly served ~~with~~ as appears from the ~~Notice~~ affidavit of ~~Application~~ service of ~~● affirmed ●, 2022~~.⁴

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated⁵ so that this Application is properly returnable today and hereby dispenses with further service thereof.

FOREIGN REPRESENTATIVE

2. THIS COURT ORDERS AND DECLARES that the Foreign Representative is the “foreign representative” as defined in section 45 of the CCAA of the Chapter 11 Debtors in respect of ~~[DESCRIBE FOREIGN PROCEEDING]~~ (the cases commenced in the United States Bankruptcy Court for the Southern District of New York by the Chapter 11 Debtors pursuant to Chapter 11 of the United States Bankruptcy Code (collectively, the “Foreign Proceeding”)).

³ In addition to the mandatory relief contained in this Order pursuant to section 48 of the CCAA, certain discretionary relief may be granted by the Court pursuant to section 49 of the CCAA. Examples of such discretionary relief are contained in a model Supplemental Order (Foreign Main Proceeding), also available on the Commercial List website.

⁴ Revise to be consistent with the service recital in the Supplemental Order, if it is being sought concurrently.

⁵ If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in the appropriate circumstances.

CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING

3. **THIS COURT DECLARES** that the centre of ~~its~~ main interests for each of the Chapter 11 Debtors is ~~[FILING JURISDICTION FOR FOREIGN PROCEEDING]~~,⁶ the United States of America and that the Foreign Proceeding is hereby recognized as a "foreign main proceeding"⁷ as defined in section 45 of the CCAA.

STAY OF PROCEEDINGS⁸

4. **THIS COURT ORDERS** that until otherwise ordered by this Court:

- (a) all proceedings taken or that might be taken against ~~any Debtor~~ the Chapter 11 Debtors under the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act* are stayed;
- (b) further proceedings in any action, suit or proceeding against ~~any Debtor~~ the Chapter 11 Debtors are restrained; and
- (c) the commencement of any action, suit or proceeding against ~~any Debtor~~ the Chapter 11 Debtors is prohibited.

NO SALE OF PROPERTY⁹

5. **THIS COURT ORDERS** that, except with leave of this Court, each of the Chapter 11 Debtors is prohibited from selling or otherwise disposing of:

- (a) outside the ordinary course of its business, any of its property in Canada that relates to the business; and

⁶ A "foreign main proceeding" as defined in section 45 of the CCAA is "a foreign proceeding in a jurisdiction where the debtor company has the centre of its main interests". Accordingly, the Court must make this determination in concluding that the proceeding being recognized is a foreign main proceeding. This determination should be made for each individual Debtor.

⁷ A separate model order is being developed with respect to foreign non-main proceedings.

⁸ The provisions of this paragraph 4 are based on section 48 of the CCAA. More comprehensive stay provisions are found in the model Supplemental Order (Foreign Main Proceeding).

⁹ Based on section 48(d) of the CCAA.

(b) any of its other property in Canada.

GENERAL

6. **THIS COURT ORDERS** that ~~[without delay]~~ within ~~[NUMBER]~~ five (5) business days from the date of this Order, or as soon as practicable thereafter¹⁰, ~~the Foreign Representative~~ KSV Restructuring Inc., in its capacity as information officer, shall cause to be published a notice ~~substantially in the form attached to this Order as Schedule [*]~~,¹¹ once a week for two consecutive weeks, in ~~[NAME OF NEWSPAPER(S)]~~ the Globe and Mail (National Edition) regarding the issuance of this Order and the Supplemental Order.¹²

7. **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 and the Foreign Representative and their respective counsel and agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS AND DECLARES** that ~~[the Interim Initial Order made on [DATE] shall be of no further force and effect once this Order becomes effective, and that]~~ this Order shall be effective as of ~~[TIME]~~¹³ 12:01 a.m. Eastern Standard Time on the date of this Order~~[, provided that nothing herein shall invalidate any action taken in compliance with such Interim Initial Order prior to the effective time of this Order.]~~¹⁴

¹⁰ Section 53 of the CCAA requires publication "without delay after the order is made". The alternative language, above, may provide more certainty as to when that publication must take place.

¹¹ The notice must contain information prescribed under the CCAA (section 53(b)).

¹² Section 53(b) of the CCAA requires that the Foreign Representative publish, unless otherwise directed by the Court, notice of the Recognition Order once a week for two consecutive weeks, in one or more newspapers in Canada specified by the Court. In addition, the Foreign Representative has ongoing reporting obligations pursuant to section 53(a) of the CCAA.

¹³ This time should be after the effective time that the Foreign Representative was appointed in the Foreign Proceeding.

¹⁴ If an Interim Initial Order was not made, references to an Interim Initial Order should be removed from this paragraph.

9. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the [Chapter 11 Debtors](#) and the Foreign Representative and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

~~{ATTACH APPROPRIATE SCHEDULE(S)}~~

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

Court File No: _____

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

INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)

OSLER, HOSKIN & HARCOURT, LLP
P.O. Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

Marc Wasserman (LSO# 44066M)
Tel: 416.862.4908
mwasserman@osler.com

Shawn Irving (LSO# 50035U)
Tel: 416.862.4733
sirving@osler.com

Martino Calvaruso (LSO# 57359Q)
Tel: 416.862.6665
mcalvaruso@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

TAB 4

Court File No.:

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

THE HONOURABLE) MONDAY, THE 20TH
)
JUSTICE CONWAY) DAY OF JUNE, 2022
)

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 REVSAL INC., OPP PRODUCTS, INC., PPI TWO CORPORATION, RDN 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

**SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)**

THIS APPLICATION, 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 substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference via Zoom at Toronto, Ontario.

ON READING the Notice of Application, the affidavit of Robert M. Caruso affirmed June 19, 2022 (the “**Caruso Affidavit**”), filed,

AND UPON HEARING the submissions of counsel for the Foreign Representative, and those other parties present, no one else appearing although duly served as appears from the affidavit of service of ● affirmed ●, 2022, and on reading the consent of KSV Restructuring Inc. to act as the information officer:

SERVICE

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

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meaning given to them in the Caruso Affidavit.

INITIAL RECOGNITION ORDER

3. **THIS COURT ORDERS** that the provisions of this Order shall be interpreted in a manner complementary and supplementary to the provisions of the Initial Recognition Order (Foreign Main Proceeding) dated as of June 20, 2022 (the “**Recognition Order**”), provided that in the event of a conflict between the provisions of this Order and the provisions of the Recognition Order, the provisions of the Recognition Order shall govern.

RECOGNITION OF FOREIGN ORDERS

4. **THIS COURT ORDERS** that the following orders of the United States Bankruptcy Court for the Southern District of New York (the “**U.S. Bankruptcy Court**”) made in the Foreign Proceeding (as defined in the Recognition Order) (the “**Foreign Orders**”) 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 (I) Authorizing Revlon, Inc. to Act as Foreign Representative, and (II) Granting Related Relief* (the “**Foreign Representative Order**”);
- (b) *Order (A) Directing Joint Administration of Chapter 11 Cases and (B) Granting Related Relief* (the “**Joint Administration Order**”);
- (c) *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the “**Interim DIP Order**”);
- (d) *Interim Order (A) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Utility Services, (B) Determining Adequate Assurance of Payment for Future Utility Services, (C) Establishing Procedures for Determining Adequate*

*Assurance of Payment, and (D) Granting Related Relief (the “**Interim Utilities Order**”);*

- (e) *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of Common Stock or Options, Declarations of Worthlessness with respect to Common Stock and Claims Against the Debtors (the “**Interim NOL Order**”);*
- (f) *Interim Order (A) Authorizing the Payment of Certain Prepetition Taxes and Fees and (B) Granting Related Relief (the “**Interim Taxes Order**”);*
- (g) *Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (B) Continue Employee Benefits Programs and (II) Granting Related Relief (the “**Interim Wages Order**”);*
- (h) *Interim Order (A) Authorizing the Debtors to Continue and Renew their Surety Bond Program and (B) Granting Related Relief (the “**Interim Surety Bond Order**”);*
- (i) *Interim Order (I) Authorizing the Debtors to Pay Prepetition Claims of (A) Lien Claimants, (B) Import Claimants, (C) 503(B)(9) Claimants, (D) Foreign Vendors, and (E) Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders and (III) Granting Related Relief (the “**Interim Vendor Order**”); and*
- (j) *Interim Order (I) Authorizing the Debtors to (A) Continue to Operate their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, and (D) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief (the “**Interim Cash Management Order**”);*
- (k) *Interim Order (A) Authorizing the Debtors to Maintain and Administer their Existing Customer Programs and Honor Certain Prepetition Obligations Related*

Thereto and (B) Granting Related Relief (the “Interim Customer Programs Order”);

- (l) *Interim Order (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Supplement, Modify, or Purchase Insurance Coverage, (C) Continue to Pay Brokerage Fees, (D) Honor the Terms of the Premium Financing Agreement and Pay Premiums Thereunder, (E) Enter into New Premium Financing Agreements in the Ordinary Course of Business, and (II) Granting Related Relief (the “Interim Insurance Order”); and*
- (m) *Order (I) Authorizing and Approving the Appointment of Kroll Restructuring Administration LLC as Claims and Noticing Agent to the Debtors and (II) Granting Related Relief (the “Kroll Retention Order”),*

(copies of which are attached as Schedules “A” to “M” hereto, respectively);

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below) in Canada.

APPOINTMENT OF INFORMATION OFFICER

5. **THIS COURT ORDERS** that KSV Restructuring Inc. is hereby appointed as an officer of this Court (the “**Information Officer**”), with the powers and duties set out herein.

NO PROCEEDINGS AGAINST THE CHAPTER 11 DEBTORS OR THE PROPERTY

6. **THIS COURT ORDERS** that until such date as this Court may order (the “**Stay Period**”) no proceeding or enforcement process in any court or tribunal in Canada (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Chapter 11 Debtors, or their employees or representatives acting in such capacities, or affecting their business (the “**Business**”) or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”), except with the written consent of the Chapter 11 Debtors or with leave of this Court, and any and all

Proceedings currently under way against or in respect of any of the Chapter 11 Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

7. **THIS COURT ORDERS** that, without limiting the stay of proceedings provided for in the Recognition Order, during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Chapter 11 Debtors or their employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Chapter 11 Debtors or leave of this Court, provided that nothing in this Order shall (a) prevent the assertion of or the exercise of rights and remedies outside of Canada, (b) empower any of the Chapter 11 Debtors to carry on any business in Canada which that Chapter 11 Debtor is not lawfully entitled to carry on, (c) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (d) prevent the filing of any registration to preserve or perfect a security interest, or (e) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

8. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Chapter 11 Debtors and affecting the Business in Canada, except with leave of this Court.

ADDITIONAL PROTECTIONS

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Chapter 11 Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services provided in respect of the Property or Business of the Chapter 11 Debtors, are hereby restrained until further Order of this Court from

discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Chapter 11 Debtors, and that the Chapter 11 Debtors shall be entitled to the continued use in Canada of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names.

10. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Chapter 11 Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Chapter 11 Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

OTHER PROVISIONS RELATING TO INFORMATION OFFICER

12. **THIS COURT ORDERS** that the Information Officer:

- (a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;
- (b) shall report to this Court periodically with respect to the status of these proceedings and the status of the Foreign Proceeding, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;

- (c) in addition to the periodic reports referred to in paragraph 12(b) above, the Information Officer may report to this Court at such other times and intervals as the Information Officer may deem appropriate with respect to any of the matters referred to in paragraph 12(b) above;
- (d) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Chapter 11 Debtors, to the extent that is necessary to perform its duties arising under this Order; and
- (e) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. **THIS COURT ORDERS** that the Chapter 11 Debtors and the Foreign Representative shall (a) advise the Information Officer of all material steps taken by the Chapter 11 Debtors or the Foreign Representative in these proceedings or in the Foreign Proceeding, (b) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (c) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

15. **THIS COURT ORDERS** that the Information Officer (a) shall post on its website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (b) may post on its website any other materials that the Information Officer deems appropriate.

16. **THIS COURT ORDERS** that the Information Officer may provide any creditor of a Chapter 11 Debtor with information provided by the Chapter 11 Debtors in response to reasonable requests for information made in writing by such creditor addressed to the

Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by the Chapter 11 Debtors is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the relevant Chapter 11 Debtors may agree.

17. **THIS COURT ORDERS** that the Information Officer and counsel to the Information Officer shall be paid by the Chapter 11 Debtors their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The Chapter 11 Debtors are hereby authorized and directed to pay the accounts of the Information Officer and counsel for the Information Officer on such terms as such parties may agree.

18. **THIS COURT ORDERS** that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice, and the accounts of the Information Officer and its counsel shall not be subject to approval in the Foreign Proceeding.

19. **THIS COURT ORDERS** that Canadian counsel to the Chapter 11 Debtors, the Information Officer and counsel to the Information Officer, shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property in Canada, which charge shall not exceed an aggregate amount of C\$1,500,000 as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 21 and 23 hereof.

INTERIM FINANCING

20. **THIS COURT ORDERS** that (i) the Term DIP Agent, for and on behalf of itself and the Term DIP Lenders (each as defined in the Interim DIP Order) shall be entitled to the benefit

of and is hereby granted a charge (the “**DIP Term Charge**”), (ii) the ABL DIP Agent, for and on behalf of itself and the ABL DIP Lenders (each as defined in the Interim DIP Order) shall be entitled to the benefit of and is hereby granted a charge (the “**DIP ABL Charge**”), and (iii) the Intercompany DIP Lenders (as defined in the Interim DIP Order) shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Intercompany Charge**”, and together with the DIP Term Charge and the DIP ABL Charge, the “**DIP Charges**”) on the Property in Canada, in each case, consistent with the liens and charges created by the Interim DIP Order, provided however that, with respect to the Property in Canada, the DIP Charges shall have the priority set out in paragraphs 21 and 23 hereof, and further provided that, the DIP Charges shall not be enforced except with leave of this Court on notice to those parties on the service list established for these proceedings.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

21. **THIS COURT ORDERS** that the priorities of the Administration Charge and the DIP Charges (collectively, the “**Charges**”), as among them, shall be as follows:

- (a) First – Administration Charge (to the maximum of C\$1,500,000); and
- (b) Second – DIP Term Charge, DIP ABL Charge, and DIP Intercompany Charge, each having and subject to the relative priority of liens as set forth in the Interim DIP Order on the Property in Canada.

22. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect the Charges.

23. **THIS COURT ORDERS** that the Charges (as constituted and defined herein) shall constitute a charge on the Property in Canada and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

24. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Chapter 11 Debtors shall not grant any Encumbrances over any Property in Canada that rank in priority to, or *pari passu* with, the Charges.

25. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds any Chapter 11 Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (i) the creation of the Charges shall not create or be deemed to constitute a breach by a Chapter 11 Debtor of any Agreement to which it is a party;
- (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (iii) the payments made by the Chapter 11 Debtors to the Chargees pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

26. **THIS COURT ORDERS** that the Charges created by this Order over leases of real property in Canada shall only be a Charge in the applicable Chapter 11 Debtors’ interest in such real property leases.

SERVICE AND NOTICE

27. **THIS COURT ORDERS** that any employee of any of the Chapter 11 Debtors who is sent a notice of termination of employment shall be deemed to have received such notice by no later than 8:00 a.m. Eastern Standard/Daylight Time on the fourth day following the date any such notice is sent, if such notice is sent by ordinary mail, expedited parcel or registered mail to the individual's address as reflected in the Chapter 11 Debtors' books and records; provided, however, that any notice of termination of employment that is sent to an employee of a Chapter 11 Debtor by electronic message to the individual's email address as last shown in the Chapter 11 Debtors' books and records shall be deemed to have been received 24 hours after the time such electronic message was sent, notwithstanding the mailing of any notices of termination of employment.

28. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.ksvadvisory.com/experience/case/revlon.

29. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol or the CCAA and the regulations thereunder is not practicable (including as a result of COVID-19), the Chapter 11 Debtors, the Foreign Representative and the Information Officer are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic transmission to the Chapter 11 Debtors' creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown on the books and records of the Chapter 11 Debtors and that any

such service or distribution shall be deemed to be received on the earlier of (a) the date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Standard/Daylight Time (or on the next business day following the date of forwarding thereof if sent on a non-business day); (b) the next business day following the date of forwarding thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern Standard/Daylight Time; or (c) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

30. **THIS COURT ORDERS** that the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Chapter 11 Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

31. **THIS COURT ORDERS** that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

32. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of any Chapter 11 Debtor, the Business or the Property.

33. **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, 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.

34. **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.

35. **THIS COURT ORDERS** that the Guidelines for Communication and Cooperation between Courts in Cross-Border Insolvency Matters issued by the Judicial Insolvency Network and adopted by this Court and the U.S. Bankruptcy Court and attached as Schedule “N” hereto (the “**JIN Guidelines**”), are hereby adopted by this Court for the purposes of these recognition proceedings.

36. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days’ notice to the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

37. **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"
Foreign Representative Order

SCHEDULE "B"
Joint Administration Order

SCHEDULE "C"
Interim DIP Order

SCHEDULE "D"
Interim Utilities Order

SCHEDULE "E"
Interim NOL Order

SCHEDULE "F"
Interim Taxes Order

SCHEDULE "G"
Interim Wages Order

SCHEDULE "H"
Interim Surety Bond Order

SCHEDULE "I"
Interim Vendor Order

SCHEDULE "J"
Interim Cash Management Order

SCHEDULE "K"
Interim Customer Programs Order

SCHEDULE "L"
Interim Insurance Order

SCHEDULE "M"
Kroll Retention Order

SCHEDULE “N” – JIN GUIDELINES

GUIDELINES FOR COMMUNICATION AND COOPERATION BETWEEN COURTS IN CROSS-BORDER INSOLVENCY MATTERS

INTRODUCTION

- A. The overarching objective of these Guidelines is to improve in the interests of all stakeholders the efficiency and effectiveness of cross-border proceedings relating to insolvency or adjustment of debt opened in more than one jurisdiction (“Parallel Proceedings”) by enhancing coordination and cooperation amongst courts under whose supervision such proceedings are being conducted. These Guidelines represent best practice for dealing with Parallel Proceedings.
- B. In all Parallel Proceedings, these Guidelines should be considered at the earliest practicable opportunity.
- C. In particular, these Guidelines aim to promote:
- (i) the efficient and timely coordination and administration of Parallel Proceedings;
 - (ii) the administration of Parallel Proceedings with a view to ensuring relevant stakeholders’ interests are respected;
 - (iii) the identification, preservation, and maximisation of the value of the debtor’s assets, including the debtor’s business;
 - (iv) the management of the debtor’s estate in ways that are proportionate to the amount of money involved, the nature of the case, the complexity of the issues, the number of creditors, and the number of jurisdictions involved in Parallel Proceedings;
 - (v) the sharing of information in order to reduce costs; and
 - (vi) the avoidance or minimisation of litigation, costs, and inconvenience to the parties¹ in Parallel Proceedings.
- D. These Guidelines should be implemented in each jurisdiction in such manner as the jurisdiction deems fit.²
- E. These Guidelines are not intended to be exhaustive and in each case consideration ought to be given to the special requirements in that case.
- F. Courts should consider in all cases involving Parallel Proceedings whether and how to implement these Guidelines. Courts should encourage and where necessary direct, if they have the power to do so, the parties to make the necessary applications to the court to facilitate such implementation by a protocol or order derived from these Guidelines, and encourage them to act so as to promote the objectives and aims of these Guidelines wherever possible.

¹ The term “parties” when used in these Guidelines shall be interpreted broadly.

² Possible modalities for the implementation of these Guidelines include practice directions and commercial guides.

ADOPTION & INTERPRETATION

Guideline 1: In furtherance of paragraph F above, the courts should encourage administrators in Parallel Proceedings to cooperate in all aspects of the case, including the necessity of notifying the courts at the earliest practicable opportunity of issues present and potential that may (a) affect those proceedings; and (b) benefit from communication and coordination between the courts. For the purpose of these Guidelines, “administrator” includes a liquidator, trustee, judicial manager, administrator in administration proceedings, debtor-in-possession in a reorganisation or scheme of arrangement, or any fiduciary of the estate or person appointed by the court.

Guideline 2: Where a court intends to apply these Guidelines (whether in whole or in part and with or without modification) in particular Parallel Proceedings, it will need to do so by a protocol or an order,³ following an application by the parties or pursuant to a direction of the court if the court has the power to do so.

Guideline 3: Such protocol or order should promote the efficient and timely administration of Parallel Proceedings. It should address the coordination of requests for court approvals of related decisions and actions when required and communication with creditors and other parties. To the extent possible, it should also provide for timesaving procedures to avoid unnecessary and costly court hearings and other proceedings.

Guideline 4: These Guidelines when implemented are not intended to:

- (i) interfere with or derogate from the jurisdiction or the exercise of jurisdiction by a court in any proceedings including its authority or supervision over an administrator in those proceedings;
- (ii) interfere with or derogate from the rules or ethical principles by which an administrator is bound according to any applicable law and professional rules;
- (iii) prevent a court from refusing to take an action that would be manifestly contrary to the public policy of the jurisdiction; or
- (iv) confer or change jurisdiction, alter substantive rights, interfere with any function or duty arising out of any applicable law, or encroach upon any applicable law.

Guideline 5: For the avoidance of doubt, a protocol or order under these Guidelines is procedural in nature. It should not constitute a limitation on or waiver by the court of any powers, responsibilities, or authority or a substantive determination of any matter in controversy before the court or before the other court or a waiver by any of the parties of any of their substantive rights and claims.

Guideline 6: In the interpretation of these Guidelines or any protocol or order under these Guidelines, due regard shall be given to their international origin and to the need to promote good faith and uniformity in their application.

³ In the normal case, the parties will agree on a protocol derived from these Guidelines and obtain the approval of each court in which the protocol is to apply.

COMMUNICATION BETWEEN COURTS

Guideline 7: A court may receive communications from a foreign court and may respond directly to them. Such communications may occur for the purpose of the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to any joint hearing where Annex A is applicable. Such communications may take place through the following methods or such other method as may be agreed by the two courts in a specific case:

- (i) Sending or transmitting copies of formal orders, judgments, opinions, reasons for decision, endorsements, transcripts of proceedings or other documents directly to the other court and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (ii) Directing counsel or other appropriate person to transmit or deliver copies of documents, pleadings, affidavits, briefs or other documents that are filed or to be filed with the court to the other court in such fashion as may be appropriate and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (iii) Participating in two-way communications with the other court, by telephone or video conference call or other electronic means, in which case Guideline 8 should be considered.

Guideline 8: In the event of communications between courts, other than on administrative matters, unless otherwise directed by any court involved in the communications whether on an *ex parte* basis or otherwise, or permitted by a protocol, the following shall apply:

- (i) In the normal case, parties may be present.
- (ii) If the parties are entitled to be present, advance notice of the communications shall be given to all parties in accordance with the rules of procedure applicable in each of the courts to be involved in the communications.
- (iii) The communications between the courts shall be recorded and may be transcribed. A written transcript may be prepared from a recording of the communications that, with the approval of each court involved in the communications, may be treated as the official transcript of the communications.
- (iv) Copies of any recording of the communications, of any transcript of the communications prepared pursuant to any direction of any court involved in the communications, and of any official transcript prepared from a recording may be filed as part of the record in the proceedings and made available to the parties and subject to such directions as to confidentiality as any court may consider appropriate.
- (v) The time and place for communications between the courts shall be as directed by the courts. Personnel other than judges in each court may communicate with each other to establish appropriate arrangements for the communications without the presence of the parties.

Guideline 9: A court may direct that notice of its proceedings be given to parties in proceedings in another jurisdiction. All notices, applications, motions, and other materials served for purposes of the proceedings before the court may be ordered to be provided to such other parties by making such materials available electronically in a publicly accessible system or by facsimile transmission, certified or registered mail or delivery by courier, or in such other manner as may be directed by the court in accordance with the procedures applicable in the court.

APPEARANCE IN COURT

Guideline 10: A court may authorise a party, or an appropriate person, to appear before and be heard by a foreign court, subject to approval of the foreign court to such appearance.

Guideline 11: If permitted by its law and otherwise appropriate, a court may authorise a party to a foreign proceeding, or an appropriate person, to appear and be heard by it without thereby becoming subject to its jurisdiction.

CONSEQUENTIAL PROVISIONS

Guideline 12: A court shall, except on proper objection on valid grounds and then only to the extent of such objection, recognise and accept as authentic the provisions of statutes, statutory or administrative regulations, and rules of court of general application applicable to the proceedings in other jurisdictions without further proof. For the avoidance of doubt, such recognition and acceptance does not constitute recognition or acceptance of their legal effect or implications.

Guideline 13: A court shall, except upon proper objection on valid grounds and then only to the extent of such objection, accept that orders made in the proceedings in other jurisdictions were duly and properly made or entered on their respective dates and accept that such orders require no further proof for purposes of the proceedings before it, subject to its law and all such proper reservations as in the opinion of the court are appropriate regarding proceedings by way of appeal or review that are actually pending in respect of any such orders. Notice of any amendments, modifications, extensions, or appellate decisions with respect to such orders shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

Guideline 14: A protocol, order or directions made by a court under these Guidelines is subject to such amendments, modifications, and extensions as may be considered appropriate by the court, and to reflect the changes and developments from time to time in any Parallel Proceedings. Notice of such amendments, modifications, or extensions shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

ANNEX A (JOINT HEARINGS)

Annex A to these Guidelines relates to guidelines on the conduct of joint hearings. Annex A shall be applicable to, and shall form a part of these Guidelines, with respect to courts that may signify their assent to Annex A from time to time. Parties are encouraged to address the matters set out in Annex A in a protocol or order.

ANNEX A: JOINT HEARINGS

A court may conduct a joint hearing with another court. In connection with any such joint hearing, the following shall apply, or where relevant, be considered for inclusion in a protocol or order:

- (i) The implementation of this Annex shall not divest nor diminish any court's respective independent jurisdiction over the subject matter of proceedings. By implementing this Annex, neither a court nor any party shall be deemed to have approved or engaged in any infringement on the sovereignty of the other jurisdiction.
- (ii) Each court shall have sole and exclusive jurisdiction and power over the conduct of its own proceedings and the hearing and determination of matters arising in its proceedings.
- (iii) Each court should be able simultaneously to hear the proceedings in the other court. Consideration should be given as to how to provide the best audio-visual access possible.
- (iv) Consideration should be given to coordination of the process and format for submissions and evidence filed or to be filed in each court.
- (v) A court may make an order permitting foreign counsel or any party in another jurisdiction to appear and be heard by it. If such an order is made, consideration needs to be given as to whether foreign counsel or any party would be submitting to the jurisdiction of the relevant court and/or its professional regulations.
- (vi) A court should be entitled to communicate with the other court in advance of a joint hearing, with or without counsel being present, to establish the procedures for the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to the joint hearing.
- (vii) A court, subsequent to the joint hearing, should be entitled to communicate with the other court, with or without counsel present, for the purpose of determining outstanding issues. Consideration should be given as to whether the issues include procedural and/or substantive matters. Consideration should also be given as to whether some or all of such communications should be recorded and preserved.

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

Court File No:

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

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

OSLER, HOSKIN & HARCOURT, LLP

P.O. Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

mwasserman@osler.com

Shawn Irving (LSO# 50035U)

Tel: 416.862.4733

sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.6665

mcalvaruso@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

TAB 5

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) ~~WEEKDAY~~ MONDAY, THE #20TH
)
JUSTICE — CONWAY) DAY OF ~~MONTH~~ JUNE, 20~~YR~~22

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

AND IN THE MATTER OF ~~THE [LIST DEBTOR NAMES](the "Debtors")~~ 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 REVSAL INC., OPP PRODUCTS, INC., PPI TWO CORPORATION, RDN 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 ~~[NAME OF FOREIGN REPRESENTATIVE]~~
REVLON, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

SUPPLEMENTAL ORDER¹
(FOREIGN MAIN² PROCEEDING)

THIS APPLICATION, made by ~~[NAME OF FOREIGN REPRESENTATIVE]~~ 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 substantially in the form

¹~~As noted in several footnotes in this model order, practice under Part IV of the CCAA is still developing, and as certain issues are determined by Canadian courts, this model order will be amended to reflect the development of the law in this area.~~

²~~If the Canadian Court has recognized a foreign proceeding as a "main" proceeding, then section 48 of the CCAA provides that the Court must grant certain relief, subject to any terms and conditions it considers appropriate. The provisions of the model Initial Recognition Order (Foreign Main Proceeding) fulfill the mandatory requirements of section 48 with respect to a foreign main proceeding. Section 49 of the CCAA also allows the Court to make any order that it considers appropriate for the protection of the debtor company's property or the interests of a creditor or creditors. This Supplemental Order contains discretionary relief that might be granted by the Court in the appropriate circumstances. The Model Order Subcommittee has attempted to make the provisions of this model Order consistent with similar provisions in other model Orders. Supplemental relief (whether contained in this Order or in subsequent Orders) may also include provisions dealing with the sale of assets, the recognition of critical vendors, a claims process, or any number of other matters, or may recognize foreign orders or laws granting such relief.~~

enclosed in the Application Record, was heard this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, the affidavit of ~~[NAME]~~ sworn [DATE] Robert M. Caruso affirmed June 19, [2022 (the ~~preliminary report of [NAME], in its capacity as proposed information officer dated [DATE]], and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing~~“Caruso Affidavit”), filed,

AND UPON HEARING the submissions of counsel for the Foreign Representative, ~~[counsel for the proposed information officer,] counsel for [OTHER PARTIES]~~and those other parties present, no one else appearing ~~for [NAME]~~³ although duly served as appears from the affidavit of service of ~~[NAME] sworn [DATE]~~ affirmed ●, 2022, and on reading the consent of ~~[NAME OF PROPOSED INFORMATION OFFICER]~~KSV Restructuring Inc. to act as the information officer:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated⁴ so that this Application is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that capitalized terms used herein and not otherwise defined have the meaning given to them in the Caruso Affidavit.

³ ~~Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1) and 11.52(1).~~

⁴ ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in the appropriate circumstances.~~

INITIAL RECOGNITION ORDER

~~3. THIS COURT ORDERS that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Recognition Order (Foreign Main Proceeding) dated [DATE] (the "Recognition Order").~~

~~3. THIS COURT ORDERS that~~ the provisions of this ~~Supplemental~~ Order shall be interpreted in a manner complementary and supplementary to the provisions of the Initial Recognition Order (Foreign Main Proceeding) dated as of June 20, 2022 (the "Recognition Order"), provided that in the event of a conflict between the provisions of this ~~Supplemental~~ Order and the provisions of the Recognition Order, the provisions of the Recognition Order shall govern.

RECOGNITION OF FOREIGN ORDERS⁵

4. THIS COURT ORDERS that the following orders of the United States Bankruptcy Court for the Southern District of New York (~~collectively,~~ the "Foreign Orders") of ~~[NAME OF FOREIGN COURT]~~ "U.S. Bankruptcy Court" made in the Foreign Proceeding (as defined in the Recognition Order) (the "Foreign Orders") are hereby recognized and given full force and effect⁶ in all provinces and territories of Canada pursuant to ~~Section~~ section 49 of the CCAA:

(a) Order (I) Authorizing Revlon, Inc. to Act as Foreign Representative, and (II) Granting Related Relief (the "Foreign Representative Order");

⁵ ~~This model Order adopts an approach that might be applicable to some foreign proceedings, but not others. For example, U.S. proceedings will typically generate court orders that will be brought to the Canadian Courts for recognition. Other jurisdictions may have statutory or regulatory rights (rather than court orders) that need to be recognized in Canada.~~

⁶ ~~Section 50 of the CCAA provides that an order made under Part IV of the CCAA may be made on any terms and conditions that the Court considers appropriate in the circumstances. Such terms and conditions would presumably need to be consistent with the orders or laws applicable to the foreign proceeding, subject to (i) the limitations imposed by section 48(2) (an order made under section 48(1) must be consistent with any order made under the CCAA), and (ii) the limitations imposed in section 61 (which provides that the Court may apply legal or equitable rules that are not inconsistent with the CCAA, and further that the Court may refuse to do something that would be contrary to public policy). All of the Foreign Orders should be reviewed by counsel with these issues in mind, and the Court may require confirmation from counsel that there is nothing in the Foreign Orders that is inconsistent with the CCAA or that would raise the public policy exception referenced in section 61 of the CCAA.~~

- (b) *Order (A) Directing Joint Administration of Chapter 11 Cases and (B) Granting Related Relief (the “**Joint Administration Order**”);*
- (c) *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief (the “**Interim DIP Order**”);*
- (d) *Interim Order (A) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Utility Services, (B) Determining Adequate Assurance of Payment for Future Utility Services, (C) Establishing Procedures for Determining Adequate Assurance of Payment, and (D) Granting Related Relief (the “**Interim Utilities Order**”);*
- (e) *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of Common Stock or Options, Declarations of Worthlessness with respect to Common Stock and Claims Against the Debtors (the “**Interim NOL Order**”);*
- (f) *Interim Order (A) Authorizing the Payment of Certain Prepetition Taxes and Fees and (B) Granting Related Relief (the “**Interim Taxes Order**”);*
- (g) *Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (B) Continue Employee Benefits Programs and (II) Granting Related Relief (the “**Interim Wages Order**”);*
- (h) *Interim Order (A) Authorizing the Debtors to Continue and Renew their Surety Bond Program and (B) Granting Related Relief (the “**Interim Surety Bond Order**”);*
- (i) *Interim Order (I) Authorizing the Debtors to Pay Prepetition Claims of (A) Lien Claimants, (B) Import Claimants, (C) 503(B)(9) Claimants, (D) Foreign Vendors,*

and (E) Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders and (III) Granting Related Relief (the “**Interim Vendor Order**”); and

(j) Interim Order (I) Authorizing the Debtors to (A) Continue to Operate their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, and (D) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief (the “**Interim Cash Management Order**”);

(k) Interim Order (A) Authorizing the Debtors to Maintain and Administer their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto and (B) Granting Related Relief (the “**Interim Customer Programs Order**”);

(l) Interim Order (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Supplement, Modify, or Purchase Insurance Coverage, (C) Continue to Pay Brokerage Fees, (D) Honor the Terms of the Premium Financing Agreement and Pay Premiums Thereunder, (E) Enter into New Premium Financing Agreements in the Ordinary Course of Business, and (II) Granting Related Relief (the “**Interim Insurance Order**”); and

(m) Order (I) Authorizing and Approving the Appointment of Kroll Restructuring Administration LLC as Claims and Noticing Agent to the Debtors and (II) Granting Related Relief (the “**Kroll Retention Order**”);

~~(a) [list Foreign Orders, or portions of Foreign Orders, (copies of which should be attached as schedules to this Order], attached as Schedule Schedules “A” to this Order, “M” hereto, respectively);~~

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below) in Canada.

APPOINTMENT OF INFORMATION OFFICER⁷

5. THIS COURT ORDERS that ~~[NAME OF INFORMATION OFFICER]~~ (the ~~"Information Officer"~~) KSV Restructuring Inc. is hereby appointed as an officer of this Court (the "Information Officer"), with the powers and duties set out herein.

NO PROCEEDINGS AGAINST THE CHAPTER 11 DEBTORS OR THE PROPERTY⁸

6. THIS COURT ORDERS that until such date as this Court may order (the "Stay Period") no proceeding or enforcement process in any court or tribunal in Canada (each, a "Proceeding") shall be commenced or continued against or in respect of the Chapter 11 Debtors, or their employees or representatives acting in such capacities, or affecting their business (the "Business") or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"), except with the written consent of the Chapter 11 Debtors or with leave of this Court,⁹ and any and all Proceedings currently under way against or in respect of any of the Chapter 11 Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

⁷ ~~The appointment of an Information Officer is not required by the CCAA, and is in the discretion of the Court. Information Officers are normally trustees licensed under the *Bankruptcy and Insolvency Act*.~~

⁸ ~~The Model Order Subcommittee notes that a "Non-Derogation of Rights" section (found, for example, in the Model Initial CCAA Order) has not been included in this model Order. In a 'full' CCAA proceeding, which would typically include a stay of proceedings made under section 11.02 of the CCAA, a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, and 11.1(2). However, in a Part IV proceeding, section 48 of the CCAA (rather than section 11.02 of the CCAA) is being relied upon when a stay of proceedings is being sought, and despite the wording of section 48(2) and section 61, it is not clear if the restrictions applicable to a section 11.02 stay of proceedings are also applicable to a section 48 stay of proceedings, or would restrict the recognition of foreign proceedings or foreign orders that include a stay of proceedings broader than permitted in a section 11.02 stay of proceedings. These issues remain open for determination by Canadian courts.~~

⁹ ~~Where the Court considers it to be appropriate, it may authorize other Persons, including a Court-appointed Information Officer, to provide consent to any Proceeding. This same comment applies in paragraphs 6 through 11 of this Order.~~

NO EXERCISE OF RIGHTS OR REMEDIES

7. **THIS COURT ORDERS** that, without limiting the stay of proceedings provided for in the Recognition Order, during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Chapter 11 Debtors [~~or the Foreign Representative~~]their employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Chapter 11 Debtors or leave of this Court, provided that nothing in this Order shall (ia) prevent the assertion of or the exercise of rights and remedies outside of Canada, (iib) empower any of the Chapter 11 Debtors to carry on any business in Canada which that Chapter 11 Debtor is not lawfully entitled to carry on, (iic) [~~affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA,~~] (iid) prevent the filing of any registration to preserve or perfect a security interest, or (iie) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

8. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Chapter 11 Debtors and affecting the Business in Canada, except with leave of this Court.

ADDITIONAL PROTECTIONS

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Chapter 11 Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services provided in respect of the Property or Business of the Chapter 11 Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Chapter 11 Debtors, and that the Chapter 11 Debtors shall be entitled to

the continued use in Canada of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names.⁴⁰

10. ~~{~~**THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the [Chapter 11 Debtors](#) with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the [Chapter 11 Debtors](#) whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.~~}~~⁴¹

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

OTHER PROVISIONS RELATING TO INFORMATION OFFICER

12. **THIS COURT ORDERS** that the Information Officer:

- (a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;

~~⁴⁰ Section 11.01 of the CCAA provides that no order made under section 11 or 11.02 has the effect of (a) prohibiting a person from requiring immediate payment for good, services, etc. provided after the order is made, or (b) requiring the further advance of money or credit. It is unclear whether these provisions also apply to an order made pursuant to section 48 of the CCAA. Please see the discussion in footnote 8 above.~~

~~⁴¹ Counsel should specifically address with the Court whether this provision is appropriate in the context of this Order.~~

- (b) shall report to this Court ~~at least once every [three] months~~periodically with respect to the status of these proceedings and the status of the Foreign ~~Proceedings~~Proceeding, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;
- (c) in addition to the periodic reports referred to in paragraph 12(b) above, the Information Officer may report to this Court at such other times and intervals as the Information Officer may deem appropriate with respect to any of the matters referred to in paragraph 12(b) above;
- (d) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Chapter 11 Debtors, to the extent that is necessary to perform its duties arising under this Order; and
- (e) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. **THIS COURT ORDERS** that the Chapter 11 Debtors and the Foreign Representative shall ~~(i)~~(i)a advise the Information Officer of all material steps taken by the Chapter 11 Debtors or the Foreign Representative in these proceedings or in the Foreign ~~Proceedings~~Proceeding, ~~(ii)~~(ii)b co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and ~~(iii)~~(iii)c provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

15. **THIS COURT ORDERS** that the Information Officer (~~i~~a) shall post on its website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (~~h~~b) may post on its website any other materials that the Information Officer deems appropriate.

16. **THIS COURT ORDERS** that the Information Officer may provide any creditor of a Chapter 11 Debtor with information provided by the Chapter 11 Debtors in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by the Chapter 11 Debtors is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the relevant Chapter 11 Debtors may agree.

17. **THIS COURT ORDERS** that the Information Officer and counsel to the Information Officer shall be paid by the Chapter 11 Debtors their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The Chapter 11 Debtors are hereby authorized and directed to pay the accounts of the Information Officer and counsel for the Information Officer on a ~~[TIME INTERVAL] basis and, in addition, the Debtors are hereby authorized to pay to the Information Officer and counsel to the Information Officer, retainers in the amount[s] of \$[AMOUNT OR AMOUNTS] [, respectively,] to be held by them as security for payment of their respective fees and disbursements outstanding from time to time~~ such terms as such parties may agree.

18. **THIS COURT ORDERS** that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice, and the accounts of the Information Officer and its counsel shall not be subject to approval in the Foreign Proceeding.

19. **THIS COURT ORDERS** that Canadian counsel to the Chapter 11 Debtors, the Information Officer and counsel to the Information Officer, ~~if any~~, shall be entitled to the benefit of and are hereby granted a charge (the “Administration Charge”) on the Property in Canada, which charge shall not exceed an aggregate amount of C\$[AMOUNT], 1,500,000 as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs ~~{21}~~ and ~~{23}~~ hereof.

INTERIM FINANCING¹²

20. **THIS COURT ORDERS** that (i) the Term DIP Lender Agent, for and on behalf of itself and the Term DIP Lenders (each as defined in the Interim DIP Order) shall be entitled to the benefit of and is hereby granted a charge (the “DIP Lender’s Term Charge”), (ii) the ABL DIP Agent, for and on behalf of itself and the ABL DIP Lenders (each as defined in the Interim DIP Order) shall be entitled to the benefit of and is hereby granted a charge (the “DIP ABL Charge”), and (iii) the Intercompany DIP Lenders (as defined in the Interim DIP Order) shall be entitled to the benefit of and is hereby granted a charge (the “DIP Intercompany Charge”, and together with the DIP Term Charge and the DIP ABL Charge, the “DIP Charges”) on the Property in Canada, ~~which DIP Lender’s Charge shall be~~ in each case, consistent with the liens and charges created by the ~~[DESCRIBE Interim DIP LOAN ORDER MADE IN THE FOREIGN PROCEEDING]~~ Order, provided however that ~~the DIP Lender’s Charge (i) shall not secure an obligation that exists before this Order is made,¹³ and (ii)~~, with respect to the Property in Canada, the DIP Charges shall have the priority set out in paragraphs ~~{21}~~ and ~~{23}~~ hereof, and further provided that, the DIP Lender’s Charge shall not be enforced except with leave of this Court on notice to those parties on the service list established for these proceedings.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

¹² ~~Optional — if there is a DIP Lender which takes security over assets in Canada or in respect of Canadian Debtors. If more comprehensive interim financing provisions are required, please refer to the model CCAA Initial Order for sample provisions.~~

¹³ ~~This restriction appears in the interim financing provisions found in section 11.2(1) of the CCAA. It is unclear if this prohibits the recognition of a foreign order that creates a DIP Lender’s Charge securing pre-filing obligations.~~

21. **THIS COURT ORDERS** that the priorities of the Administration Charge and the ~~DIP Lender's Charge~~ Charges (collectively, the "Charges"), as among them, shall be as follows:¹⁴

(a) First – Administration Charge (to the maximum ~~amount~~ of C\$[AMOUNT]1,500,000); and

(b) Second – ~~DIP Lender's Charge~~ Term Charge, DIP ABL Charge, and DIP Intercompany Charge, each having and subject to the relative priority of liens as set forth in the Interim DIP Order on the Property in Canada.

22. **THIS COURT ORDERS** that the filing, registration or perfection of the ~~Administration Charge or the DIP Lender's Charge (collectively, the "Charges")~~ shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect the Charges.

23. **THIS COURT ORDERS** that ~~each of the Administration Charge and the DIP Lender's Charge~~ the Charges (~~all~~ as constituted and defined herein) shall constitute a charge on the Property in Canada and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.

24. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Chapter 11 Debtors shall not grant any Encumbrances over any Property in Canada that rank in priority to, or *pari passu* with, the ~~Administration Charge or the DIP Lender's Charge, unless the Debtors also obtain the prior written consent of the Information Officer and the DIP Lender~~ Charges.

¹⁴ ~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

25. **THIS COURT ORDERS** that the ~~Administration Charge and the DIP Lender's Charge~~Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the Bankruptcy and Insolvency Act, RSC 1985, c B-3 (the "BIA"), or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds any Chapter 11 Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (i) ~~(a)~~ the creation of the Charges shall not create or be deemed to constitute a breach by a Chapter 11 Debtor of any Agreement to which it is a party;
- (ii) ~~(b)~~ none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (iii) ~~(c)~~ the payments made by the Chapter 11 Debtors to the Chargees pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

26. **THIS COURT ORDERS** that ~~any Charge~~the Charges created by this Order over leases of real property in Canada shall only be a Charge in the applicable ~~Debtor's~~Chapter 11 Debtors' interest in such real property leases.

SERVICE AND NOTICE

27. THIS COURT ORDERS that any employee of any of the Chapter 11 Debtors who is sent a notice of termination of employment shall be deemed to have received such notice by no later than 8:00 a.m. Eastern Standard/Daylight Time on the fourth day following the date any

such notice is sent, if such notice is sent by ordinary mail, expedited parcel or registered mail to the individual's address as reflected in the Chapter 11 Debtors' books and records; provided, however, that any notice of termination of employment that is sent to an employee of a Chapter 11 Debtor by electronic message to the individual's email address as last shown in the Chapter 11 Debtors' books and records shall be deemed to have been received 24 hours after the time such electronic message was sent, notwithstanding the mailing of any notices of termination of employment.

28. ~~27.~~ **THIS COURT ORDERS** ~~that~~ that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ~~<@>~~ www.ksvadvisory.com/experience/case/revlon.

29. ~~28.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol or the CCAA and the regulations thereunder is not practicable (including as a result of COVID-19), the Chapter 11 Debtors, the Foreign Representative and the Information Officer are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery ~~or~~, facsimile transmission or electronic transmission to the Chapter 11 Debtors' creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown on the books and records of the ~~applicable Debtor~~ Chapter 11 Debtors and that any such service or distribution ~~by courier, personal delivery or facsimile transmission~~ shall be deemed to be received on the earlier of (a) the date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Standard/Daylight Time (or on the next business day following the date of forwarding thereof if

sent on a non-business day); (b) the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern Standard/Daylight Time; or (c) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

30. THIS COURT ORDERS that the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Chapter 11 Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

31. ~~29.~~ THIS COURT ORDERS that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

32. ~~30.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of any Chapter 11 Debtor, the Business or the Property.

33. ~~31.~~ THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the ~~[JURISDICTION OF THE FOREIGN PROCEEDING]~~ 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, ~~and~~ the Information Officer and their respective counsel and agents in carrying out the terms of this Order.

34. ~~32.~~ **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.

35. ~~33.~~ **THIS COURT ORDERS** that the Guidelines for ~~Court-to-Court Communications~~ Communication and Cooperation between Courts in Cross-Border ~~Cases developed by the American Law Institute~~ Insolvency Matters issued by the Judicial Insolvency Network and adopted by this Court and the U.S. Bankruptcy Court and attached as Schedule ~~[*]~~ “N” hereto ~~is~~ (the “JIN Guidelines”), are hereby adopted by this Court for the purposes of these recognition proceedings.

36. ~~34.~~ **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days’ notice to the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

37. ~~35.~~ **THIS COURT ORDERS** that this Order shall be effective as of ~~[TIME]~~ 12:01 a.m. Eastern Standard Time on the date of this Order.¹⁵

¹⁵~~The time referenced in this Order should be the same time as the time referenced in the Recognition Order, if the two Orders are made on the same date. In the absence of such a provision, Rule 59.01 of the Ontario Rules of Civil Procedure appears to indicate that an Order is effective as of 12:01 a.m. on the date of the Order (Rule 59.01 provides that "An order is effective from the date on which it is made, unless it provides otherwise").~~

~~[ATTACH APPROPRIATE SCHEDULES]~~

SCHEDULE "A"
Foreign Representative Order

SCHEDULE "B"
Joint Administration Order

SCHEDULE "C"
Interim DIP Order

SCHEDULE "D"
Interim Utilities Order

SCHEDULE "E"
Interim NOL Order

SCHEDULE "F"
Interim Taxes Order

SCHEDULE "G"
Interim Wages Order

SCHEDULE "H"
Interim Surety Bond Order

SCHEDULE "I"
Interim Vendor Order

SCHEDULE "J"
Interim Cash Management Order

SCHEDULE "K"
Interim Customer Programs Order

SCHEDULE "L"
Interim Insurance Order

SCHEDULE "M"
Kroll Retention Order

SCHEDULE “N” – JIN GUIDELINES

GUIDELINES FOR COMMUNICATION AND COOPERATION BETWEEN COURTS IN CROSS-BORDER INSOLVENCY MATTERS

INTRODUCTION

- A. The overarching objective of these Guidelines is to improve in the interests of all stakeholders the efficiency and effectiveness of cross-border proceedings relating to insolvency or adjustment of debt opened in more than one jurisdiction (“Parallel Proceedings”) by enhancing coordination and cooperation amongst courts under whose supervision such proceedings are being conducted. These Guidelines represent best practice for dealing with Parallel Proceedings.
- B. In all Parallel Proceedings, these Guidelines should be considered at the earliest practicable opportunity.
- C. In particular, these Guidelines aim to promote:
- (i) the efficient and timely coordination and administration of Parallel Proceedings;
 - (ii) the administration of Parallel Proceedings with a view to ensuring relevant stakeholders’ interests are respected;
 - (iii) the identification, preservation, and maximisation of the value of the debtor’s assets, including the debtor’s business;
 - (iv) the management of the debtor’s estate in ways that are proportionate to the amount of money involved, the nature of the case, the complexity of the issues, the number of creditors, and the number of jurisdictions involved in Parallel Proceedings;
 - (v) the sharing of information in order to reduce costs; and
 - (vi) the avoidance or minimisation of litigation, costs, and inconvenience to the parties¹ in Parallel Proceedings.
- D. These Guidelines should be implemented in each jurisdiction in such manner as the jurisdiction deems fit.²
- E. These Guidelines are not intended to be exhaustive and in each case consideration ought to be given to the special requirements in that case.
- F. Courts should consider in all cases involving Parallel Proceedings whether and how to implement these Guidelines. Courts should encourage and where necessary direct, if they have the power to do so, the parties to make the necessary applications to the court to facilitate such implementation by a protocol or order derived from these Guidelines, and encourage them to act so as to promote the objectives and aims of these Guidelines wherever possible.

¹ The term “parties” when used in these Guidelines shall be interpreted broadly.

² Possible modalities for the implementation of these Guidelines include practice directions and commercial guides.

ADOPTION & INTERPRETATION

Guideline 1: In furtherance of paragraph F above, the courts should encourage administrators in Parallel Proceedings to cooperate in all aspects of the case, including the necessity of notifying the courts at the earliest practicable opportunity of issues present and potential that may (a) affect those proceedings; and (b) benefit from communication and coordination between the courts. For the purpose of these Guidelines, “administrator” includes a liquidator, trustee, judicial manager, administrator in administration proceedings, debtor-in-possession in a reorganisation or scheme of arrangement, or any fiduciary of the estate or person appointed by the court.

Guideline 2: Where a court intends to apply these Guidelines (whether in whole or in part and with or without modification) in particular Parallel Proceedings, it will need to do so by a protocol or an order,³ following an application by the parties or pursuant to a direction of the court if the court has the power to do so.

Guideline 3: Such protocol or order should promote the efficient and timely administration of Parallel Proceedings. It should address the coordination of requests for court approvals of related decisions and actions when required and communication with creditors and other parties. To the extent possible, it should also provide for timesaving procedures to avoid unnecessary and costly court hearings and other proceedings.

Guideline 4: These Guidelines when implemented are not intended to:

- (i) interfere with or derogate from the jurisdiction or the exercise of jurisdiction by a court in any proceedings including its authority or supervision over an administrator in those proceedings;
- (ii) interfere with or derogate from the rules or ethical principles by which an administrator is bound according to any applicable law and professional rules;
- (iii) prevent a court from refusing to take an action that would be manifestly contrary to the public policy of the jurisdiction; or
- (iv) confer or change jurisdiction, alter substantive rights, interfere with any function or duty arising out of any applicable law, or encroach upon any applicable law.

Guideline 5: For the avoidance of doubt, a protocol or order under these Guidelines is procedural in nature. It should not constitute a limitation on or waiver by the court of any powers, responsibilities, or authority or a substantive determination of any matter in controversy before the court or before the other court or a waiver by any of the parties of any of their substantive rights and claims.

Guideline 6: In the interpretation of these Guidelines or any protocol or order under these Guidelines, due regard shall be given to their international origin and to the need to promote good faith and uniformity in their application.

³ In the normal case, the parties will agree on a protocol derived from these Guidelines and obtain the approval of each court in which the protocol is to apply.

COMMUNICATION BETWEEN COURTS

Guideline 7: A court may receive communications from a foreign court and may respond directly to them. Such communications may occur for the purpose of the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to any joint hearing where Annex A is applicable. Such communications may take place through the following methods or such other method as may be agreed by the two courts in a specific case:

- (i) Sending or transmitting copies of formal orders, judgments, opinions, reasons for decision, endorsements, transcripts of proceedings or other documents directly to the other court and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (ii) Directing counsel or other appropriate person to transmit or deliver copies of documents, pleadings, affidavits, briefs or other documents that are filed or to be filed with the court to the other court in such fashion as may be appropriate and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (iii) Participating in two-way communications with the other court, by telephone or video conference call or other electronic means, in which case Guideline 8 should be considered.

Guideline 8: In the event of communications between courts, other than on administrative matters, unless otherwise directed by any court involved in the communications whether on an *ex parte* basis or otherwise, or permitted by a protocol, the following shall apply:

- (i) In the normal case, parties may be present.
- (ii) If the parties are entitled to be present, advance notice of the communications shall be given to all parties in accordance with the rules of procedure applicable in each of the courts to be involved in the communications.
- (iii) The communications between the courts shall be recorded and may be transcribed. A written transcript may be prepared from a recording of the communications that, with the approval of each court involved in the communications, may be treated as the official transcript of the communications.
- (iv) Copies of any recording of the communications, of any transcript of the communications prepared pursuant to any direction of any court involved in the communications, and of any official transcript prepared from a recording may be filed as part of the record in the proceedings and made available to the parties and subject to such directions as to confidentiality as any court may consider appropriate.
- (v) The time and place for communications between the courts shall be as directed by the courts. Personnel other than judges in each court may communicate with each other to establish appropriate arrangements for the communications without the presence of the parties.

Guideline 9: A court may direct that notice of its proceedings be given to parties in proceedings in another jurisdiction. All notices, applications, motions, and other materials served for purposes of the proceedings before the court may be ordered to be provided to such other parties by making such materials available electronically in a publicly accessible system or by facsimile transmission, certified or registered mail or delivery by courier, or in such other manner as may be directed by the court in accordance with the procedures applicable in the court.

APPEARANCE IN COURT

Guideline 10: A court may authorise a party, or an appropriate person, to appear before and be heard by a foreign court, subject to approval of the foreign court to such appearance.

Guideline 11: If permitted by its law and otherwise appropriate, a court may authorise a party to a foreign proceeding, or an appropriate person, to appear and be heard by it without thereby becoming subject to its jurisdiction.

CONSEQUENTIAL PROVISIONS

Guideline 12: A court shall, except on proper objection on valid grounds and then only to the extent of such objection, recognise and accept as authentic the provisions of statutes, statutory or administrative regulations, and rules of court of general application applicable to the proceedings in other jurisdictions without further proof. For the avoidance of doubt, such recognition and acceptance does not constitute recognition or acceptance of their legal effect or implications.

Guideline 13: A court shall, except upon proper objection on valid grounds and then only to the extent of such objection, accept that orders made in the proceedings in other jurisdictions were duly and properly made or entered on their respective dates and accept that such orders require no further proof for purposes of the proceedings before it, subject to its law and all such proper reservations as in the opinion of the court are appropriate regarding proceedings by way of appeal or review that are actually pending in respect of any such orders. Notice of any amendments, modifications, extensions, or appellate decisions with respect to such orders shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

Guideline 14: A protocol, order or directions made by a court under these Guidelines is subject to such amendments, modifications, and extensions as may be considered appropriate by the court, and to reflect the changes and developments from time to time in any Parallel Proceedings. Notice of such amendments, modifications, or extensions shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

ANNEX A (JOINT HEARINGS)

Annex A to these Guidelines relates to guidelines on the conduct of joint hearings. Annex A shall be applicable to, and shall form a part of these Guidelines, with respect to courts that may signify their assent to Annex A from time to time. Parties are encouraged to address the matters set out in Annex A in a protocol or order.

ANNEX A: JOINT HEARINGS

A court may conduct a joint hearing with another court. In connection with any such joint hearing, the following shall apply, or where relevant, be considered for inclusion in a protocol or order:

- (i) The implementation of this Annex shall not divest nor diminish any court's respective independent jurisdiction over the subject matter of proceedings. By implementing this Annex, neither a court nor any party shall be deemed to have approved or engaged in any infringement on the sovereignty of the other jurisdiction.
- (ii) Each court shall have sole and exclusive jurisdiction and power over the conduct of its own proceedings and the hearing and determination of matters arising in its proceedings.
- (iii) Each court should be able simultaneously to hear the proceedings in the other court. Consideration should be given as to how to provide the best audio-visual access possible.
- (iv) Consideration should be given to coordination of the process and format for submissions and evidence filed or to be filed in each court.
- (v) A court may make an order permitting foreign counsel or any party in another jurisdiction to appear and be heard by it. If such an order is made, consideration needs to be given as to whether foreign counsel or any party would be submitting to the jurisdiction of the relevant court and/or its professional regulations.
- (vi) A court should be entitled to communicate with the other court in advance of a joint hearing, with or without counsel being present, to establish the procedures for the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to the joint hearing.
- (vii) A court, subsequent to the joint hearing, should be entitled to communicate with the other court, with or without counsel present, for the purpose of determining outstanding issues. Consideration should be given as to whether the issues include procedural and/or substantive matters. Consideration should also be given as to whether some or all of such communications should be recorded and preserved.

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

Court File No: _____

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

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

OSLER, HOSKIN & HARCOURT, LLP
P.O. Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

Marc Wasserman (LSO# 44066M)
Tel: 416.862.4908
mwasserman@osler.com

Shawn Irving (LSO# 50035U)
Tel: 416.862.4733
sirving@osler.com

Martino Calvaruso (LSO# 57359Q)
Tel: 416.862.6665
mcalvaruso@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

TAB 6

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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 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.

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

Applicant

AFFIDAVIT OF ROBERT M. CARUSO

I, Robert M. Caruso, of the City of Chicago, in the State of Illinois, MAKE OATH AND SAY:

1. I am a Managing Director of Alvarez & Marsal North America, LLC (“A&M”), a restructuring advisory services firm with numerous offices throughout the United States.

2. A&M has been retained by Revlon, Inc. and 50 other debtors in possession that recently filed voluntary petitions for relief pursuant to Chapter 11 of the US Bankruptcy Code (the “**Chapter 11 Debtors**” and, together with their non-debtor affiliates, “**Revlon**” or the “**Company**”).

3. As the leader of this engagement, I have independently reviewed, have become familiar with, and have personal knowledge regarding the Chapter 11 Debtors’ businesses, day-to-day operations, financial affairs, and books and records. As such, I have personal knowledge of the matters deposed herein. Where I have relied on other sources of information, I have so stated and believe them to be true. In preparing this affidavit, I have also consulted with the Company’s senior management team, and financial and legal advisors.

4. I affirm this affidavit in support of the application by Revlon, Inc., in its capacity as foreign representative of the Chapter 11 Debtors (the “**Foreign Representative**”), for, *inter alia*:

(a) recognition of the Chapter 11 Cases (as defined below) as “foreign main proceedings” pursuant to Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (“**CCAA**”);

(b) recognition of certain First Day Orders (as defined below);

- (c) the appointment of KSV Restructuring Inc. as Information Officer (as defined below);
 - (d) the granting of the DIP Charges (as defined below); and
 - (e) the granting of the Administration Charge (as defined below).
5. All monetary references in this Affidavit are in US dollars, unless otherwise stated.
6. This affidavit is organized into the following sections:

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PART I - BACKGROUND

7. On June 15 and 16, 2022 (the “**Petition Date**”), each of the Chapter 11 Debtors filed voluntary petitions for relief (together, the “**Petitions**”) pursuant to Chapter 11 of the US Bankruptcy Code with the United States Bankruptcy Court for the Southern District of New York (the “**US Court**”).

8. I am advised that copies of the Petitions will be attached to the affidavit of Marleigh Dick (the “**Dick Affidavit**”), an associate lawyer with the law firm Osler, Hoskin & Harcourt LLP (“**Osler**”), Canadian counsel to the Chapter 11 Debtors, and will be provided to the Court at or before the hearing of the Application. I am advised by the Chapter 11 Debtors’ US counsel and believe that the US Court was unable to process certified copies on Friday, June 17, 2022, and Monday, June 20, 2022 is a US holiday. The Foreign Representative will obtain certified copies

of the Petitions and the Foreign Representative Order as soon as it is able and then immediately forward them to Osler, Hoskin & Harcourt LLP (“**Osler**”), Canadian counsel to the Chapter 11 Debtors. The certified copies will be provided to this Court as soon as possible upon arrival. In the interim, a copy of the entered Foreign Representative Order is attached as Exhibit “A”.

9. The cases commenced by the Chapter 11 Debtors in the US Court are referred to in this Affidavit as the “**Chapter 11 Cases**”.

10. The Chapter 11 Debtors filed several first day motions (the “**First Day Motions**”) with the US Court on June 15 and 16, 2022. On June 16 and 17, 2022, the US Court heard the following First Day Motions (each as defined below):

- (a) *Debtors’ Motion for Entry of an Order (I) Authorizing Revlon, Inc. to act as Foreign Representative, and (II) Granting Related Relief* (the “**Foreign Representative Motion**”);
- (b) *Debtors’ Motion for Entry of an Order (A) Directing Joint Administration of the Chapter 11 Cases and (B) Granting Related Relief* (the “**Joint Administration Motion**”);
- (c) *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, and (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the “**DIP Motion**”);
- (d) *Debtors’ Motion for Entry of Interim and Final Orders (A) Prohibiting Utility Providers from Altering, Refusing or Discontinuing Utility Services, (B) Determining Adequate Assurance of Payment for Future Utility Services, (C) Establishing Procedures for Determining Adequate Assurance of Payment, and (D) Granting Related Relief* (the “**Utilities Motion**”);
- (e) *Debtors’ Motion for Entry of Interim and Final Orders Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with respect to Common Stock of Revlon, Inc. and Claims Against Debtors* (the “**NOL Motion**”);

- (f) *Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing the Payment of Certain Prepetition Taxes and Fees and (B) Granting Related Relief (the "**Taxes Motion**")*;
- (g) *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and reimbursable Expenses and (B) Continue Employee Benefit Programs, and (II) Granting Related Relief (the "**Wages Motion**")*;
- (h) *Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing the Debtors to Continue and Renew their Surety Bond Program and (B) Granting Related Relief (the "**Surety Bonds Motion**")*;
- (i) *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Prepetition Claims of (A) Lien Claimants, (B) Import Claimants, (C) 503(B)(9) Claimants; (D) Foreign Vendors, and (E) Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief (the "**Critical Vendors Motion**")*;
- (j) *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate their Cash Management System, (B) Honour Certain Prepetition Obligations Related thereto; (C) Maintain Existing Business Forms, and (D) Continue to Perform Intercompany Transactions; and (II) Granting Related Relief (the "**Cash Management Motion**")*;
- (k) *Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing the Debtors to Maintain and Administer their Existing Customer Programs and Honour Certain Prepetition Obligations Related Thereto and (B) Granting Related Relief (the "**Customer Programs Motion**")*;
- (l) *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered Into Prepetition and Satisfy Prepetition Obligations Related thereto, (B) Renew, Supplement, Modify, or Purchase Insurance Coverage, (C) Continue to Pay Brokerage Fees, (D) Honour the Terms of the Prepetition Premium Financing Agreement and Pay Premiums Thereunder, and (E) Enter into New Premium Financing Agreements in the Ordinary Course of Business, and (II) Granting Related Relief (the "**Insurance Motion**")*;
- (m) *Debtors' Application for Entry of an Order (I) Authorizing and Approving the Appointment of Kroll Restructuring Administration LLC as Claims and Noticing Agent and (III) Granting Related Relief (the "**Kroll Retention Motion**")*;
- (n) *Debtors' Motion for Entry of an Order Confirming that the Automatic Stay Does Not Apply to the Citibank Appeal or, in the alternative, Granting Relief from the Automatic Stay to Allow a Ruling to Issue in the Citibank Appeal*;

- (o) *Debtors' Motion for Entry of an Order (A) Establishing Certain Notice, Case Management, and Administrative Procedures and (B) Granting Related Relief;*
- (p) *Debtors' Motion for Entry of an Order (I) Extending Time to File Schedules of Assets and Liabilities, Schedules of Current Income and Expenditures, Schedules of Executory Contracts and Unexpired Leases, Statements of Financial Affairs, and Rule 2015.3 Financial Reports, and (II) Granting Related Relief; and*
- (q) *Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to (A) Prepare a List of Creditors in Lieu of Submitting a Formatted Mailing Matrix and (B) File a Consolidated List of the Debtors' 50 Largest Unsecured Creditors, (II) Authorizing the Debtors to Redact Certain Personal Identification Information For Individual Creditors, (III) Approving the Form and Manner of Notifying Creditors of Commencement of these Chapter 11 Cases, (IV) Waiving Requirement to File a List of Equity Holders, and (V) Granting Related Relief.*

11. The US Court entered interim and/or final First Day Orders in respect of these First Day Motions on June 16 and 17, 2022.

12. Capitalized terms in this Affidavit that are not otherwise defined have the meanings given to them in my declaration filed in support of the First Day Motions attached hereto without exhibits as Exhibit "B" (the "**First Day Declaration**").

13. I am aware that copies of the specific First Day Orders that the Foreign Representative seeks to have recognized by this Court will be attached to the Dick Affidavit.

14. In support of the First Day Motions, I submitted my First Day Declaration to the US Court. It provides a comprehensive overview of the Company and the events leading up to the commencement of the Chapter 11 Cases. As such, this Affidavit provides a more general overview and focuses on giving this Court information about the operations of the two Chapter 11 Debtors incorporated in Canada – Revlon Canada Inc. ("**Revlon Canada**") and Elizabeth Arden (Canada) Limited ("**Elizabeth Arden Canada**"). This Affidavit also provides information to support a finding of the centre of main interest of each of the Chapter 11 Debtors and to support the request

for recognition of the Chapter 11 Cases as a “foreign main proceeding” and recognition of the First Day Orders, the granting of the stay, the granting of the Administration Charge, and the DIP Charges, and the appointment of the Information Officer.

15. I am not aware of any other foreign recognition insolvency proceedings involving the Chapter 11 Debtors.

PART II - THE BUSINESS

A. Overview

16. Revlon, Inc. is a global leader in the beauty industry, with a diverse portfolio of brands, including the iconic Revlon and Elizabeth Arden brands, spanning multiple beauty segments. The Company’s portfolio consists of over 20 key brands associated with thousands of products sold in approximately 150 countries worldwide. The Company’s leading position in the global beauty industry is a result of its extensive array of beauty offerings, including colour cosmetics, fragrances, hair colour, hair care, skin care, beauty tools, men’s grooming products, deodorants, and other beauty care products, which it develops, manufactures, sells, and markets across the globe through a variety of distribution channels.

17. As of the Petition Date, the Company’s operations are generally organized into the following reportable segments:

- (a) Revlon: The Revlon segment is comprised of Revlon-branded color cosmetics and beauty tools products as well as the *ColorSilk* and Revlon Professional hair color and care franchises.

- (b) Elizabeth Arden: The Elizabeth Arden segment is comprised of the Company's Elizabeth Arden-branded products, including *Ceramide*, *Prevage*, and *Eight Hour* skincare franchises, as well as their portfolio of fragrances, including the *Green Tea*, *White Tea*, *Red Door*, and *5th Avenue* fragrance lines.
- (c) Portfolio: The Company's Portfolio segment includes well-established multinational brands, including *Almay*, *American Crew*, *CND*, *Crème of Nature*, *Cutex*, *Mitchum*, and *SinfulColors*, as well as smaller regional brands.
- (d) Fragrances: The Company's Fragrance segment includes a collection of owned and licensed fragrance brands, including, among others, *Juicy Couture*, *Britney Spears*, *Curve*, *John Varvatos*, *Christina Aguilera*, and *Elizabeth Taylor*.

B. The Chapter 11 Debtors and their Non-Debtor Affiliates

18. All of the Chapter 11 Debtors are incorporated or established under the laws of the United States, with the exception of four foreign debtors – Beautyge I, which is established under the laws of the Cayman Islands, Elizabeth Arden (UK) Ltd., which is established under the laws of the United Kingdom, Revlon Canada and Elizabeth Arden Canada. Revlon Canada is incorporated under the laws of Canada and maintains a registered office at 1590 South Gateway Road in Mississauga, Ontario. Elizabeth Arden Canada is incorporated under the laws of Canada and maintains a registered office at 505 Apple Creek Boulevard, Unit 2 in Markham, Ontario. Each of the Chapter 11 Debtors, including Revlon Canada and Elizabeth Arden Canada, are direct or indirect wholly-owned subsidiaries of Revlon, Inc. A copy of the Revlon Organization Chart is attached hereto as Exhibit “C”.

19. In the first quarter of 2022, Revlon's net sales were \$479.6 million. The book value of Revlon's assets and liabilities, as at April 30, 2022, was approximately \$2.3 billion and \$3.7 billion, respectively, on a consolidated basis.

20. A list of the Chapter 11 Debtors and their non-Debtor affiliates is attached as Exhibit "A" to the First Day Declaration. None of the non-Debtor affiliates are liable for any of the Chapter 11 Debtors' outstanding funded debt obligations.

C. The Financial Position of Revlon Canada and Elizabeth Arden Canada

21. There are no stand-alone audited financial statements for Revlon Canada and/or Elizabeth Arden Canada. The unaudited financial statements of these two entities have historically been consolidated with Revlon's financial statements, and an audit is performed on a consolidated basis only.

22. On a standalone basis, Revlon Canada and Elizabeth Arden Canada's financial position over the last six months has been inconsistent. The trial balance for Revlon Canada and Elizabeth Arden Canada, as at December 31, 2021 (the "**December 2021 Trial Balance**"), reflects net income of approximately \$23,062,033 and net loss of approximately \$-24,709,439, respectively, while the trial balance, as at April 2022 (the "**April 2022 Trial Balance**"), reflects net income of approximately \$2,303,958 and \$569,849, respectively. A copy of the December 2021 Trial Balance and the April 2022 Trial Balance is attached as Exhibit "D", and "E", respectively.

23. A review of the information contained in the April 2022 Trial Balance is as follows:

(a) Assets

24. As at April 2022, Revlon Canada had total assets of \$42,977,348 comprised of:
- Cash and Cash Equivalents – \$2,613,647
 - Accounts Receivable (Net) – \$6,527,857
 - Inventories (Net) – \$1,031,525
 - Prepaid Expenses and Other – \$2,989,552
 - Intercompany Receivables – \$15,325,028
 - Plant, Property and Equipment (Net) – \$6,837,892
 - Deferred Income Tax – \$164,430
 - Permanent Displays – \$2,470,153
 - Miscellaneous Other Assets – \$720,960
25. As at April 2022, Elizabeth Arden Canada had total assets of \$51,779,504, comprised of:
- Cash and Cash Equivalents – \$225,113
 - Accounts Receivable (Net) – \$12,429,245
 - Inventories (Net) – \$854,943
 - Prepaid Expenses and Other – \$504,876
 - Intercompany Receivables – \$12,440,627
 - Plant, Property and Equipment (Net) – \$689,719
 - Deferred Income Tax – \$741,639

- Permanent Displays – \$545,925
- Miscellaneous Other Assets – N/A

(b) Liabilities

26. As at April 2022, Revlon Canada had total liabilities of \$41,851,529, comprised of:

- Accounts Payable – \$4,147,869
- Accounts Intercompany Payable – \$20,968,819
- Total Accrued Expenses and Other – \$10,895,546
- Total Long-Term Liabilities – \$5,839,296

27. As at April 2022, Elizabeth Arden Canada had total liabilities of \$37,805,277, comprised of:

- Accounts Payable – \$235,346
- Accounts Intercompany Payable – \$22,587,308
- Total Accrued Expenses and Other – \$8,954,212
- Total Long-Term Liabilities – \$6,028,411

(c) Employees

28. A detailed description of the Company's employees, including information on wages and benefits, is set out in the Wages Motion. As of the Petition Date, the Chapter 11 Debtors have approximately 2,823 employees, of whom approximately 2,387 are full-time and approximately 436 are part-time employees.

29. Of the approximately 2,823 employees employed by the Chapter 11 Debtors, approximately 102 are resident in Canada, 82 of whom are employed by Revlon Canada and 20 of whom are employed by Elizabeth Arden Canada. At Revlon Canada, 19 of the employees are unionized and there are an additional eight (8) employees on a leave of absence and one (1) employee receiving severance payments.

30. Payroll for these 102 Canadian employees is processed in the US.

(d) Collective Agreements

31. Revlon Canada's 19 unionized employees are parties to a collective agreement between Revlon Canada and UNIFOR and its Local 323 (the "**Union**"). Revlon Canada and the Union have completed collective negotiations for, but are still finalizing, a new collective agreement.

(e) Pension and Benefit Plans

32. Revlon Canada provides benefits coverage to their (i) full-time contract salaried employees; (ii) part-time salaried employees in Quebec; (iii) full-time salaried employees; (iv) all other part-time salaried employees; and (v) unionized hourly employees through group benefits plans provided by Canada Life and Lifeworks (the "**Revlon Canada Benefits Plan**"). The Revlon Canada Benefits Plan is designed to assist and protect eligible employees in the event of a serious illness, accident or death and to help cover the cost of some routine items such as prescription drugs, dental care and vision care. Elizabeth Arden Canada employees are also covered under the Revlon Canada Benefits Plan.

33. Revlon Canada is the sponsor and administrator of the Affiliated Revlon Companies Employees' Retirement Plan, (the "**Canadian Pension Plan**"), a defined benefit ("**DB**") / defined

contribution (“**DC**”) pension plan. The DB component was frozen to new service accruals in 2011. An actuarial valuation report prepared as at January 1, 2021 (“**2021 AVR**”) indicates that the DB component had a deficit of CAD \$313,300. The 2021 AVR discloses an estimated required employer contribution amount of CAD \$0 in 2022 and \$233,900 in 2023. The DC component requires eligible Employees to contribute 1% of their salary, which is matched by Revlon Canada. Elizabeth Arden Canada employees are also eligible for the Canada Pension Plan.

34. As described in more detail in the Wages Motion and Order, the Chapter 11 Debtors sought and received relief, on an interim basis, to (i) pay prepetition wages, salaries, other compensation, and reimbursable expenses; and (ii) continue employee benefits programs in the ordinary course of their businesses, with a few exceptions. Revlon Canada currently has accrued vacation, holiday and leave liability of approximately \$12,160, and accrued income tax payable totaling \$-80,547. The Chapter 11 Debtors intend to honour vacation entitlements and remit payroll taxes and related deductions to the appropriate authorities in the ordinary course. In addition, seven (7) unionized employees are in receipt of salary continuance payments pursuant to voluntary exit packages entered into earlier this year, with end dates between July 2022 and September 2023.

(f) Operations in Canada

35. Revlon operates one leased location in Canada at 1590 South Gateway in Mississauga, Ontario (the “**Canadian Leased Location**”). The lease for this location (the “**Canadian Lease**”) is scheduled to expire in December 2026.

36. The Company’s key Canadian customers include Loblaw Companies Ltd., Shoppers Drug Mart, Walmart Canada, and regional players, such as Metro Inc., McKesson Canada (Rexall Pharmacy Group Ltd.) and London Drugs Limited in British Columbia, Alberta, Saskatchewan,

and Manitoba. When these Canadian customers place orders, they are generally transacted through Revlon Canada and Elizabeth Arden Canada and product is supplied from the Company's central distribution and manufacturing facility in Oxford, North Carolina. Customer orders are typically shipped directly from the Oxford facility to the Canadian customers. There are few exceptions to this, including where goods are relabeled in Canada for purposes of Health Canada regulations or where goods are shipped for display purposes, rather than shelf distribution. In these small number of cases, this function is fulfilled at the Canadian Leased Location.

(g) Merchandise and Supplies

37. The Company's operations in Canada consists principally of sales operations, including day-to-day negotiations and relations with customers in Canada. Inventory, supplies and ingredients for products sold to Canadian customers are sourced from the US or, in the case of some Elizabeth Arden Canada products, Spain.

(h) Revlon Canada and Elizabeth Arden Canada's Integrated Operations with the US

38. Revlon Canada and Elizabeth Arden Canada are fully integrated with the Company's global operations. In particular:

- (a) Canadian sales make up approximately 6.67% of the Company's annual net revenue.
- (b) One of Revlon Canada's two directors and one of Elizabeth Arden Canada's two directors reside in the US.

- (c) The President of Revlon has ultimate responsibility for operations in Canada; the Head of Finance in Canada reports to the Chief Administrative Officer in the US; the Canadian Marketing and Human Resource teams report to management in the US; and the managers of the Research and Development and IT teams are all located in the US.

- (d) The Chapter 11 Debtors, including Revlon Canada and Elizabeth Arden Canada, operate shared services via the Company's Shared Service Center ("SSC"), which is based in the US. The SSC uses finance and accounting skills, data analytics and technologies to assist with company reporting and controls, and create shareholder value through identification of sales, margin, and cash opportunities. The SSC in North America jointly supports the following activities: finance (including billings, collections, invoice processing, accounting), IT and human resources. To compensate the Company for these shared services, Revlon allocates approximately 1.77% of the total cost of shared services at year-end to Revlon Canada and Elizabeth Arden Canada. For the most recent fiscal year ended December 31, 2021, pursuant to this arrangement, Revlon Canada and Elizabeth Arden Canada owe approximately \$2.8 million and \$2.4 million, respectively, for shared services. These amounts represent the recharge of certain support services to entities that benefitted from those services.

- (e) Revlon Canada and Elizabeth Arden Canada primarily rely on the purchasing power and supplier relationships of the Chapter 11 Debtors in the US.

- (f) Revlon Canada and Elizabeth Arden Canada are dependent on the Chapter 11 Debtors in the US for the overwhelming majority of licensing agreements and company-owned brands. All or substantially all of the trademarks and IP are owned by the other Chapter 11 Debtors.
- (g) Most of the data for the Canadian operations is housed within the same IT systems (located and operated out of the US) that support both the Canadian and US operations.

39. In addition, the Chapter 11 Debtors (including Revlon Canada and Elizabeth Arden Canada) and the non-Debtor affiliates operate an integrated, centralized cash management system (the “**Cash Management System**”) to collect, transfer and disburse funds generated by their operations, all of which is described more fully in the Cash Management Motion. The Cash Management System facilitates cash monitoring, forecasting, and reporting and enables the Chapter 11 Debtors to maintain control over the administration of 69 bank accounts, which are listed at Exhibit 1 to the Cash Management Motion. Seven (7) of the bank accounts are located in Canada, five (5) of which are held at TD Bank, N.A. (“**TD Bank**”) and two (2) of which are held at Bank of America.

40. The seven (7) bank accounts maintained for Revlon Canada and Elizabeth Arden Canada are as follows:¹

- (a) Revlon Canada Accounts – Revlon’s Canadian operations are supported by five (5) accounts (the “**Revlon Canadian Accounts**”) at TD Bank. The Revlon Canadian

¹ Capitalized terms in this paragraph that are not otherwise defined have the meanings given to them in the Cash Management Motion.

Accounts include one main collections account (ending 3008) (the “**Revlon Canadian Collections Account**”) and four disbursement accounts related to (i) payments to Concur Solutions, with respect to the Chapter 11 Debtors’ reimbursable expense management program and invoice software (account ending 6715); (ii) payroll (account ending 4633); (iii) disbursements made in USD (account ending 6909) and (iv) disbursements made in CAD (account ending 3420). Any excess cash in the Revlon Canadian Collections Account is transferred periodically to the Revlon Treasury Account. As currency needs demand, funds are transferred from the Revlon Treasury Account to the Revlon Canadian Collections Account, and then funded to the various other Revlon Canadian Accounts, as applicable.

As of the Petition Date, the Chapter 11 Debtors had an aggregate balance of \$3,753,743 in the Revlon Canadian Accounts.

- (b) EA Canada Accounts – Elizabeth Arden maintains two (2) Canadian accounts: (i) one disbursement account (ending 6219) (the “**EA Canadian Disbursement Account**”); and (ii) one collections account (ending 6201) (the “**EA Canadian Collection Account**”). Collections from customer payments to the EA Canadian Collection Account are swept on a periodic basis to the EA Operating Account ending 0623, and then transferred to the Revlon Treasury Account on a regular basis. The EA Canadian Disbursement Account is funded on an as needed basis by the Revlon Treasury Account, and then disbursements from the EA Disbursement Account satisfy accounts payable.

As of the Petition Date, the Chapter 11 Debtors had an aggregate balance of \$1,659,731 in the EA Canadian Collection Account and EA Canadian Disbursement Accounts.

41. The Cash Management System reflects Revlon's integrated business, is vital to the Chapter 11 Debtors' ability to conduct business across North America, and is tailored to meet their operating needs. Any disruption of the Cash Management System would be detrimental to the Chapter 11 Debtors' operations, as their businesses require prompt access to cash and accurate cash tracking.

PART III - PREPETITION CAPITAL STRUCTURE AND INDEBTEDNESS

A. Chapter 11 Debtors' Prepetition Capital Structure and Indebtedness

42. As of the Petition Date, the Chapter 11 Debtors' principal non-contingent liabilities consist of outstanding funded debt under four credit facilities and one series of unsecured notes with an aggregate outstanding principal amount of approximately \$3.5 billion, as summarized in the following chart:

Instrument / Facility	Principal Outstanding
US ABL Facility	
Tranche A Revolving Loans	\$109,000,000
ABL FILO Term Loans	\$50,000,000
SISO Term Loan Facility	\$130,000,000
Total US ABL Facility	\$289,000,000
2016 Term Loan Facility	\$870,116,570²

² The amount of principal outstanding under the 2016 Term Loan Facility is the subject of the ongoing Citibank Litigation (as described below) between Citibank and lenders holding approximately \$500 million in 2016 Term Loans. The Principal Outstanding reflected in the table above reflects the entire amount of the 2016 Term Loan as it existed prior to the mistaken payment by Citibank.

Instrument / Facility	Principal Outstanding
BrandCo Facilities	
First Lien BrandCo Facility	\$938,986,931
Second Lien BrandCo Facility	\$936,052,001
Third Lien BrandCo Facility	\$2,980,287
Total BrandCo Facilities	\$1,878,019,219
Foreign ABTL Facility	\$75,000,000
Unsecured Notes	\$431,300,000
Total Indebtedness	\$3,543,435,789

(a) US ABL Facility

43. As of the Petition Date, there is approximately \$289 million outstanding under that certain Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as modified from time to time, the “**US ABL Credit Agreement**,” and the senior secured asset-based credit facilities thereunder, the “**US ABL Facility**”), by and among Revlon Consumer Products Corporation (“**RCPC**”) and certain subsidiaries of RCPC, as borrowers (the “**US ABL Facility Borrowers**”), Revlon, Inc., as holdings (“**Holdings**”), MidCap Funding IV Trust (“**MidCap**”), as administrative agent and collateral agent, and the lenders party thereto from time to time (collectively, the “**Prepetition ABL Lenders**”).

44. The US ABL Facility consists of (i) \$109 million of Tranche A revolving loans (the “**Tranche A Revolving Loans**”), (ii) \$130 million of senior secured second-in, second-out term loan facility (the “**SISO Term Loans**”), and (iii) \$50 million of “first-in, last-out” Tranche B term loans (the “**ABL FILO Term Loans**”).

45. Pursuant to (i) that certain ABL Guarantee and Collateral Agreement, dated as of September 7, 2016 (as amended), among RCPC, as borrower, the subsidiary guarantors party thereto, and MidCap, as collateral agent (the “**ABL Guarantee and Collateral Agreement**”), (ii) that certain Holdings ABL Guarantee and Pledge Agreement, dated as of September 7, 2016, among Revlon, Inc., and MidCap, as collateral agent, and (iii) certain other security documents, the US ABL Facility is guaranteed by certain of the domestic and foreign Chapter 11 Debtors (the “**US ABL Guarantors**” and, together with the US ABL Facility Borrowers and Holdings, the “**US ABL Loan Parties**”), listed on Exhibit “D” to the First Day Declaration, including Revlon Canada and Elizabeth Arden Canada pursuant to the Assumption Agreement to the ABL Guarantee and Collateral Agreement dated as of March 22, 2018, attached hereto as Exhibit “F”. Revlon Canada and Elizabeth Arden Canada also executed the ABL Collateral Agreement dated as of March 22, 2018, attached hereto as Exhibit “G”, pledging their rights, title and interest in the property listed at section 3.1 of that Agreement.

46. The US ABL Facility is secured on (a) a first-priority basis by liens on certain assets of the US ABL Loan Parties, including accounts receivable, cash, inventory, deposit accounts and securities accounts (subject to certain limited exclusions), instruments (subject to certain limited exclusions), chattel paper, interests in material owned real property (including fixtures), equipment, and the proceeds and products of the foregoing (collectively, the “**ABL Priority Collateral**”) and (b) a second-priority basis by liens on substantially all of the US ABL Loan Parties’ assets not constituting ABL Priority Collateral (subject to certain customary exclusions), including equity pledges of 100% of the interests in domestic subsidiaries and 66% of the voting interests in first-tier foreign subsidiaries, intellectual property (excluding the Specified Brands (as

defined below)), general intangibles, and the proceeds and products of the foregoing (collectively, the “**Term Loan Priority Collateral**”).

47. The Tranche A Revolving Loans and the SISO Term Loans mature on the earliest of (i) May 7, 2024, (ii) 91 days prior to the earliest stated maturity date of the 2016 Term Loans, if any 2016 Term Loans are outstanding on such date, and (iii) the earliest stated maturity date of the ABL FILO Term Loans, if any ABL FILO Term Loans are outstanding on such date.

48. The ABL FILO Term Loans mature on the earlier of (i) December 15, 2023 and (ii) six months after the maturity date of the Tranche A Revolving Loans.

49. As of the Petition Date, the borrowing base for the US ABL Facilities was approximately \$327 million and the aggregate outstanding balance of the Tranche A Revolving Loans, SISO Term Loans, and ABL FILO Term Loans was \$289 million.

(b) 2016 Term Loan Facility

50. As of the Petition Date, and subject to the ongoing Citibank Litigation (described below), there is approximately \$870.1 million outstanding under that certain Term Credit Agreement, dated as of September 7, 2016 (as modified from time to time, the “**2016 Term Loan Credit Agreement**” and, the senior secured term loan facility thereunder, the “**2016 Term Loan Facility**” and, the loans thereunder the “**2016 Term Loans**”), by and among RCPC, as borrower, Holdings, Citibank, as administrative agent and collateral agent, and the lenders party thereto from time to time (collectively, the “**2016 Term Loan Lenders**”).

51. Pursuant to (i) that certain Term Loan Guarantee and Collateral Agreement, dated as of September 7, 2016 (as amended), among RCPC, as borrower, and Citibank, as collateral agent (the

“**2016 Term Loan Guarantee and Collateral Agreement**”), (ii) that certain Holdings Term Loan Guarantee and Pledge Agreement, dated as of September 7, 2016, among Revlon, Inc., as grantor, and Citibank, as collateral agent, and (iii) certain other security documents, the 2016 Term Loan Facility is guaranteed by the guarantors under the US ABL Facility, listed on Exhibit “E” to the First Day Declaration, including Revlon Canada and Elizabeth Arden Canada, pursuant to the Assumption Agreement to the 2016 Term Loan Guarantee and Collateral Agreement dated as of March 22, 2018, attached hereto as Exhibit “H”. Revlon Canada and Elizabeth Arden Canada also executed the Term Loan Collateral Agreement dated as of March 22, 2018, attached hereto as Exhibit “I”, pledging their rights, title and interest in the property listed at section 3.1 of that Agreement.

52. The 2016 Term Loan Facility is secured on (a) a first-priority basis by liens on the Term Loan Priority Collateral and (b) a second-priority basis by liens on the ABL Priority Collateral (collectively, the “**2016 Term Loan Liens**”).

53. The 2016 Term Loan Facility matures on (i) in the case of \$839,948,303 of term loans (the “**Non-Extended Term Loans**”), September 7, 2023, and (ii) in the case of \$30,168,267 of term loans, the earliest of (A) June 30, 2025, (B) September 7, 2023 if greater than \$75 million of Non-Extended Term Loans remain outstanding on such date, and (C) May 2, 2024 if greater than \$100 million of the 2024 Unsecured Notes (as defined below) remain outstanding on such date.

(c) BrandCo Facilities

54. As of the Petition Date, there is approximately \$1.88 billion in principal amount outstanding under that certain BrandCo Credit Agreement, dated as of May 7, 2020 (as modified from time to time, the “**BrandCo Credit Agreement**”, and the closing date of such agreement,

the “**BrandCo Facilities Closing Date**”), among RCPC, as borrower, Holdings, Jefferies Finance LLC (“**Jefferies**”), as administrative agent and collateral agent, and the lenders party thereto from time to time (the “**BrandCo Lenders**”).

55. Pursuant to the BrandCo Credit Agreement, the BrandCo Lenders provided the Company with (i) a senior secured term loan facility in an aggregate principal amount of \$910 million, consisting of \$815 million in new money financing, \$65 million of loans incurred to refinance revolving loans under the 2016 Term Loan Facility, and certain fees and interest that have been capitalized (the “**First Lien BrandCo Facility**”); (ii) a senior secured term loan facility in an aggregate principal amount of up to \$950 million, which refinanced an equivalent amount of 2016 Term Loans held by the BrandCo Lenders that funded the First Lien BrandCo Facility (the “**Second Lien BrandCo Facility**”); and (iii) a senior secured term loan facility in an aggregate principal amount outstanding on the BrandCo Facilities Closing Date of \$3 million, which refinanced an equivalent amount of 2016 Term Loans held by certain BrandCo Lenders that consented to certain amendments to the 2016 Term Loan Credit Agreement (the “**Third Lien BrandCo Facility**” and, together with the First Lien BrandCo Facility and the Second Lien BrandCo Facility, the “**BrandCo Facilities**”).

56. Pursuant to that certain (i) Term Loan Guarantee and Collateral Agreement, dated as of May 7, 2020, among RCPC, as borrower, the subsidiary guarantors party thereto, including Revlon Canada and Elizabeth Arden Canada, and Jefferies, as *pari passu* collateral agent (the “**2020 Term Loan Guarantee and Collateral Agreement**”), (ii) that certain Holdings Term Loan Guarantee and Pledge Agreement, dated as of May 7, 2020, between Revlon, Inc. and Jefferies, as *pari passu* collateral agent, and (iii) certain other security documents, the BrandCo Facilities are guaranteed by the guarantors under the 2016 Term Loan Facility and the US ABL Facility and are secured on

(a) a first-priority basis (*pari passu* with the 2016 Term Loan Liens) by liens on the Term Loan Priority Collateral, and (b) a second-priority basis (*pari passu* with the 2016 Term Loan Liens) by liens on the ABL Priority Collateral. Pursuant to the 2020 Term Loan Guarantee and Collateral Agreement, Revlon Canada and Elizabeth Arden Canada also pledged all present and future right, title and interest in the property listed at section 3.1 of that Agreement.

57. In addition, pursuant to (i) that certain First Lien BrandCo Guarantee and Security Agreement, that certain Second Lien BrandCo Guarantee and Security Agreement, and that certain Third Lien BrandCo Guarantee and Security Agreement, each dated as of May 7, 2020, among the subsidiary guarantors party thereto (which does not include Revlon Canada or Elizabeth Arden Canada) and Jefferies, as administrative agent and first lien collateral agent, second lien collateral agent, or third lien collateral agent, as applicable, (ii) that certain First Lien BrandCo Stock Pledge Agreement, that certain Second Lien BrandCo Stock Pledge Agreement, and that certain Third Lien BrandCo Stock Pledge Agreement, each dated as of May 7, 2020, among RCPC, the subsidiary guarantors party thereto, and Jefferies, as first lien collateral agent, second lien collateral agent, or third lien collateral agent, as applicable, and (iii) certain other security documents, the BrandCo Facilities are guaranteed by 14 subsidiaries (the “**BrandCo Entities**”), as listed on Exhibit “F” to the First Day Declaration, that are not obligors with respect to the 2016 Term Loan Facility, the US ABL Facility, and that hold certain intellectual property assets related to the Specified Brands, and are secured by first priority liens on certain assets that are not collateral for the 2016 Term Loan Facility or US ABL Facility, including (a) substantially all assets of the BrandCo Entities, including 100% of the equity interests in the BrandCos that hold the intellectual property assets (the “**BrandCos**”), and (b) 34% of the equity of certain first-tier foreign subsidiaries (collectively, the assets securing the BrandCo Facility, the “**BrandCo Collateral**”).

58. The BrandCos were established as special purpose entities to hold the following brands: *American Crew*, *Elizabeth Arden*, certain portfolio brands including *Almay*, *CND*, *Mitchum*, and three Multicultural Group brands (namely *Creme of Nature*, *Lottabody*, *Roux*, and *Fanci-Full*) and certain owned fragrance brands including *Charlie*, *Curve*, *Giorgio Beverly Hills*, *Halston*, *Jean Naté*, *Paul Sebastian*, and *White Shoulders* (collectively, the “**Specified Brands**”), and, as part of the transactions carried out in connection with the BrandCo Facilities, the BrandCos licensed the Specified Brands, pursuant to licensing agreements (the “**BrandCo Licenses**”), to RCPC, which in turn sub-licensed the Specified Brands to certain other Chapter 11 Debtors (including Elizabeth Arden Canada). Pursuant to the BrandCo Licenses, RCPC remits royalty payments to the BrandCos on a monthly basis. Each of the BrandCos is a Debtor in the Chapter 11 Cases. Both Revlon Canada and Elizabeth Arden Canada sell many products branded with brands held by the BrandCos.

59. The BrandCo Facilities mature on the earlier of (i) June 30, 2025 and (ii) May 2, 2024 if greater than \$100 million in aggregate principal amount of the 2024 Unsecured Notes (as defined below) remain outstanding on such date.

60. As part of the business deal associated with the BrandCo Facilities, RCPC pays a monthly royalty to the BrandCos of 10% of the net sales of products with their IP. In 2021, RCPC paid the BrandCos approximately \$94 million in royalties.

(d) Intercreditor Agreements

61. The relative rights and priorities of the secured parties under the US ABL Facility, the 2016 Term Loan Facility, and the BrandCo Facilities are governed by three intercreditor agreements.

62. Pursuant to that certain ABL Intercreditor Agreement, dated as of September 7, 2016, among MidCap, as ABL Agent, and Citibank, as Initial Term Loan Agent (as supplemented by that certain Intercreditor Joinder Agreement, dated as of May 7, 2020, among Jefferies, as New Term Loan Agent, and Citibank, as ABL Agent and Term Loan Agent) (collectively, the “**ABL Intercreditor Agreement**”), the liens on the ABL Priority Collateral securing the 2016 Term Loan Facility and the BrandCo Facilities are junior to the liens on the ABL Priority Collateral securing the US ABL Facility, and the liens on the Term Loan Priority Collateral securing the US ABL Facility are junior to the liens on the Term Loan Priority Collateral securing the 2016 Term Loan Facility and the BrandCo Facilities.

63. Pursuant to that certain Pari Passu Intercreditor Agreement, dated as of May 7, 2020, among Citibank, as Initial Credit Agreement Collateral Agent, and Jefferies, as Initial Other First Lien Collateral Agent (the “**Pari Passu Intercreditor Agreement**”), the liens on the ABL Priority Collateral and the Term Loan Priority Collateral securing the BrandCo Facilities are *pari passu* with the liens on the ABL Priority Collateral and the Term Loan Priority Collateral securing the 2016 Term Loan Facility.

64. Pursuant to that certain Intercreditor Agreement, dated as of May 7, 2020, between Jefferies, as First Lien Collateral Agent, Jefferies, as Second Lien Collateral Agent, and Jefferies, as Third Lien Collateral Agent (the “**BrandCo Intercreditor Agreement**”) as among the BrandCo Facilities, the First Lien BrandCo Facility is secured by the BrandCo Collateral on a first-priority basis, the Second Lien BrandCo Facility is secured by the BrandCo Collateral on a second-priority basis, and the Third Lien BrandCo Facility is secured by the BrandCo Collateral on a third-priority basis.

65. Exhibit “G” to the First Day Declaration summarizes the priorities set forth in the ABL Intercreditor Agreement, the Pari Passu Intercreditor Agreement, and the BrandCo Intercreditor Agreement with respect to the ABL Priority Collateral, the Term Loan Priority Collateral, and the BrandCo Collateral.

(e) Foreign Asset-Based Term Facility

66. As of the Petition Date, approximately \$75 million was outstanding under that certain Asset-Based Term Loan Credit Agreement, dated as of March 2, 2021 (as amended, supplemented, or otherwise modified, the “**Foreign ABTL Credit Agreement**,” and the asset-based term loan facility thereunder, the “**Foreign ABTL Facility**”), by and among Revlon Finance LLC, as the borrower (the “**Foreign ABTL Borrower**”), the Foreign ABTL Guarantors (as defined below), the lenders party thereto, and Blue Torch Finance LLC (“**Blue Torch**”), as administrative agent and collateral agent.

67. The Obligations (as defined in the Foreign ABTL Credit Agreement) under the Foreign ABTL Facility are guaranteed by the following entities, as listed on Exhibit “H” to the First Day Declaration: (i) certain foreign subsidiaries of RCPC organized in Australia, Bermuda, Germany, Italy, Spain, and Switzerland, (ii) the direct parent entities of each of the foregoing entities (not including Revlon, Inc. or RCPC) on a limited recourse basis, and (iii) certain subsidiaries of RCPC organized in Mexico (collectively, the “**Foreign ABTL Guarantors**” and, together with the Foreign ABTL Borrower, the “**Foreign ABL Loan Parties**”). Revlon Canada and Elizabeth Arden Canada are not guarantors under the Foreign ABTL Facility.

68. The Obligations under the Foreign ABTL Facility are secured on a first-priority basis by (i) liens on the equity of each Foreign ABTL Loan Party (other than the subsidiaries of RCPC

organized in Mexico) and (ii) certain assets of the Foreign ABTL Guarantors, including inventory, accounts receivable, material bank accounts, and material intercompany indebtedness. None of the Foreign ABL Loan Parties is a Chapter 11 Debtor or an obligor under any of the US ABL Facility, 2016 Term Loan Facility, BrandCo Facilities, or 2024 Unsecured Notes (as defined below).

69. The Foreign ABTL Facility is scheduled to mature on the earlier of (i) March 2, 2024 and (ii) a springing maturity date of August 1, 2023 if, on such date, any principal amount of 2016 Term Loans remains outstanding.

(f) 2024 Unsecured Notes

70. As of the Petition Date, there is approximately \$431.3 million of unsecured note obligations consisting of the 6.25% Senior Notes due 2024 (the “**2024 Unsecured Notes**”) issued and outstanding pursuant to that certain Indenture, dated August 4, 2016, by and among RCPC, as issuer, and the US Bank National Association, as indenture trustee. The 2024 Unsecured Notes are senior, unsecured obligations of RCPC, and are guaranteed on a senior, unsecured basis by the guarantors under the 2016 Term Loan Facility and the US ABL Facility, excluding Revlon, Inc. and the foreign Chapter 11 Debtors that are party to the US ABL Credit Agreement and 2016 Term Loan Credit Agreement, as listed on Exhibit “I” to the First Day Declaration. Revlon Canada and Elizabeth Arden Canada are two of the excluded foreign Chapter 11 Debtors and are therefore not guarantors under the 2024 Unsecured Notes. The 2024 Unsecured Notes mature on August 1, 2024.

(g) Common Stock

71. Revlon is an indirect majority-owned subsidiary of MacAndrews & Forbes Incorporated (“**MacAndrews & Forbes**”). As of the Petition Date, Revlon has approximately 54,254,019 shares of Class A common stock, of which MacAndrews & Forbes and certain of its affiliates own approximately 85.2%. As of the Petition Date, Revlon’s common stock is listed on the NYSE under the symbol “REV.”

(h) Cash

72. As set out in the First Day Declaration, as of the Petition Date, the Chapter 11 Debtors had approximately \$12,860,362 of unrestricted cash on their balance sheet.

B. Intercompany Transfers

73. Revlon Canada and Elizabeth Arden Canada source their products from the US, which have an intercompany mark-up. As at April 30, 2022, approximately \$1.3 million is owed by Revlon Canada to intercompany creditors. In general, Revlon products are manufactured in the US and provided to Canada and other countries. Revlon Canada and Elizabeth Arden Canada generate cash flow by selling these products and transfer excess cash flow back to the US. Not all cash flow generated is transferred back to the US, as Canada has its own payroll and accounts payable obligations.

C. Revlon Canada Litigation

74. Revlon Canada is party to the following outstanding litigation, all of which are union grievances:

- (a) two individual grievances by employees alleging that they were disciplined without just cause (the “**Individual Grievances**”);
- (b) a group grievance by six (6) employees alleging, amongst other things, that they were improperly laid-off and should be reinstated with backpay (the “**Group Grievance**”); and
- (c) a policy grievance by the Union alleging that Revlon Canada violated various collective agreement provisions in connection with the layoff of bargaining unit employees (the “**Policy Grievance**”).

75. The Group Grievance and the Policy Grievance were scheduled for arbitration on June 20, 2022. The Individual Grievances are still being heard as part of the grievance procedure.

76. Elizabeth Arden Canada is not party to any outstanding litigation.

D. Revlon Canada and Elizabeth Arden Canada PPSA Searches

77. I am advised by Mr. Martino Calvaruso, a lawyer at Osler, and believe that lien searches were conducted on or about June 10, 2022, against Revlon Canada and Elizabeth Arden Canada under the *Personal Property Security Act* (or equivalent legislation) in Ontario (the “**PPSA Searches**”). I have been further advised by Mr. Calvaruso and believe that the PPSA Searches indicate, among other things, that each of Citibank, MidCap, and Jefferies have registered a security interest against assets of Revlon Canada and Elizabeth Arden Canada in Ontario.

PART IV - RECENT EVENTS

78. Prior to the onset of the COVID-19 pandemic, the Chapter 11 Debtors, like many other companies in the beauty industry, had experienced a prolonged period of declining customer

demand. This general downturn worsened considerably during the COVID-19 pandemic, and although the Company has more recently experienced a rebound in sales and a turnaround in demand, it now faces challenges from supply chain disruptions and liquidity constraints that pose a substantial challenge for its ongoing operations. Most recently, on June 8, 2022, the Chapter 11 Debtors failed to make an interest payment in the amount of approximately \$38 million in respect of the BrandCo Facilities.

(a) 2020 Refinancing Efforts

79. In late 2019, the Chapter 11 Debtors retained the services of Paul, Weiss, Rifkind, Wharton & Garrison LLP (“**Paul, Weiss**”) as legal advisor, and in early 2020, retained PJT Partners (together with Paul, Weiss, the “**Advisors**”) as investment banker, to assist the Company’s management team and the board of directors of Revlon, Inc. (the “**Revlon Board**”) in analyzing and evaluating various strategic alternatives with respect to the Company’s capital structure issues. With the assistance of the Advisors, the Company explored several potential transactions intended to create a sustainable capital structure. These efforts, which are described in further detail in the First Day Declaration, culminated in the entering into of the BrandCo Facilities on May 7, 2020.

(b) Impact of the COVID-19 Pandemic

80. In March 2020, governmental authorities in the United States and around the world imposed stay-at-home orders and non-essential businesses were ordered closed in an effort to abate the spread of the COVID-19 virus. The Company immediately experienced a general decline in sales due to the imposition of mask mandates, quarantines, travel and transportation restrictions, import and export restrictions, and the closures of retail locations and office spaces. There was a significant decline in air travel and consumer traffic in key shopping and tourist areas around the

globe, which adversely affected the Company's travel retail business. In North America, the Company's prestige channel was the hardest hit as department stores closed.

81. Moreover, consumer purchases of certain of the Company's key cosmetic products decreased significantly. Individuals who would have typically visited professional hair and nail salons, one-stop shopping beauty retailers, department stores, or similar cosmetic stores where the Chapter 11 Debtors' products are sold could not do so due to mandated closures and shelter-in-place orders. The measures imposed by governmental authorities caused significant disruptions to the Company's business operations.

82. Because of these factors, the Company experienced declines in net sales and profits. In the first quarter of 2020, the negative impact of COVID-19 was seen across the board: as-reported net sales included approximately \$54 million of estimated negative impacts associated with COVID-19; operating losses were an additional \$186 million compared to \$23 million in 2019; and Adjusted EBITDA fell to \$28 million, compared to \$39 million during the prior year period. Net sales also decreased in each business segment, primarily due to the impact of the pandemic, which led to an increase in cash usage.

(c) Citibank Litigation

83. Citibank serves as the Administrative Agent for the 2016 Term Loans. In that role, Citibank distributes payments from the Company made under the 2016 Term Loan Credit Agreement to the 2016 Term Loan Lenders. An interest payment of \$7.8 million was to be paid on August 11, 2020 (the "**August 2020 Interest Obligation**"), and Revlon appropriately transferred the funds necessary to pay the August 2020 Interest Obligation to Citibank so that Citibank could remit the funds to the 2016 Term Loan Lenders.

84. On August 11, 2020, Citibank mistakenly paid not only the August 2020 Interest Obligation with Revlon's funds, but also, using its own funds, paid the full outstanding principal remaining on the 2016 Term Loans in an amount of nearly \$894 million (such excess payment, the "**Mistaken Principal Payment**").

85. When it realized its error, Citibank promptly sent recall notices to the 2016 Term Loan Lenders, informing them that the Mistaken Principal Payment was made in error and that all funds paid to them on August 11, 2020 above their share of the August 2020 Interest Obligation were not owed under the 2016 Term Loan Credit Agreement. Citibank requested that the 2016 Term Loan Lenders remit their portion of the Mistaken Principal Payment promptly.

86. Many 2016 Term Loan Lenders returned their share of the Mistaken Principal Payment to Citibank (the "**Returned Payment Lenders**"). However, several 2016 Term Loan Lenders that collectively held approximately \$500 million in principal (such 2016 Term Loan Lenders, the "**Mistaken Payment Lenders**") declined to return the funds.

87. On August 17, 2020, less than one week after the Mistaken Principal Payment was made, Citibank filed the first of three suits against the Mistaken Payment Lenders in the US District Court for the Southern District of New York, seeking the return of their share of the Mistaken Principal Payment. Citibank argued that the Mistaken Payment Lenders had no right to the Mistaken Principal Payment, while the defendants claimed they were owed the money and had no notice that the payments were a mistake at the time they were made, which entitled them to keep the money under New York state law. UMB Bank ("**UMB**"), purporting to act in its alleged capacity as successor administrative agent to Citibank under the 2016 Term Loan Credit Agreement on behalf of the same Mistaken Payment Lenders, filed a separate Complaint in the Southern District

of New York against Revlon, Citibank, Jefferies, the BrandCo Lenders and others alleging that transactions giving rise to the BrandCo Facility had breached the 2016 Term Loan Credit Agreement and fraudulently transferred assets to the BrandCos. The Company and other defendants disputed those claims, but they were never adjudicated because UMB withdrew that complaint without ever serving any of the defendants on November 6, 2020, and the Returned Payment Lenders did not pursue those claims.

88. A bench trial was held in December 2020 before the Honorable Jesse M. Furman in the Southern District of New York. On February 16, 2021, Judge Furman issued a decision in favor of the Mistaken Payment Lenders, which Citibank promptly appealed. The appeal was fully briefed on July 22, 2021, and argued before the Second Circuit on September 29, 2021.

89. As of the Petition Date, the Second Circuit has not yet issued a decision, which has created substantial uncertainty regarding important aspects of the Chapter 11 Debtors' capital structure, including as to basic matters such as who controls a majority of the outstanding 2016 Term Loans. The uncertainty engendered by these events has caused the Company significant and unprecedented difficulty in managing its capital structure out of court. Due to the unresolved dispute over the Mistaken Principal Payment, the status of approximately \$500 million of the 2016 Term Loans (and claims relating to such loans) remains unclear.

(d) Prepetition Financing Efforts

90. As the COVID-19 pandemic rapidly escalated, the Company pivoted its focus to preserving its existing liquidity position. Beginning in the summer of 2020, and continuing through shortly before the commencement of the Chapter 11 Cases, the Chapter 11 Debtors implemented a variety

of strategic liquidity preservation initiatives and attempts to address their capital structure, all of which are described in detail in the First Day Declaration. By way of overview:

- (a) **2021 Unsecured Notes Exchange Transactions:** In the summer and fall of 2020, the Chapter 11 Debtors launched two separate exchange offers for their unsecured notes due 2021 in an effort to address the springing maturities of the Company's senior secured indebtedness. As a result of these efforts, that certain unsecured notes indenture and the unsecured notes due 2021 issued thereunder were discharged in full effective on November 13, 2020.
- (b) **Helen of Troy License Agreement:** On December 22, 2020, certain of the Company's subsidiaries and Helen of Troy Limited entered into a Trademark License Agreement to combine and revise the existing licenses that were in place between the parties.
- (c) **Refinancing Foreign ABTL Facility:** On March 2, 2021, the Company refinanced its Foreign ABTL Facility in an agreement with Blue Torch as the collateral agent and administrative agent. The refinancing upsized the Foreign ABTL Facility from \$50 million to \$75 million and extended the maturity from July 2021 to March 2, 2024.
- (d) **Amendment No. 7 to the US ABL Facility:** On March 8, 2021, RCPC entered into Amendment No. 7 to the US ABL Facility which, among other things, made certain amendments pursuant to which (i) the maturity date applicable to the "Tranche A" revolving loans under the US ABL Facility was extended from September 7, 2021 to June 8, 2023, (ii) the commitments under the Tranche A

Loans were reduced from \$400 million to \$300 million, and (iii) a new \$100 million senior secured second-in, second-out term loan facility maturing June 8, 2023 (the “**SISO Term Loan Facility**”) was established.

- (e) **Amendment No. 8 to the US ABL Facility:** RCPC entered into Amendment No. 8 to the US ABL Facility pursuant to which, among other things: (i) the maturity date applicable to the Tranche A Loans and SISO Term Loan Facility was extended from June 8, 2023 to May 7, 2024, subject to a springing maturity to the earlier of: (x) 91 days prior to the maturity of the 2016 Term Loans on September 7, 2023, to the extent such term loans are then outstanding, and (y) the earliest stated maturity of the ABL FILO Term Loans, to the extent such term loans are then outstanding; (ii) the commitments under the Tranche A Loans were reduced from \$300 million to \$270 million; and (iii) the commitments under the SISO Term Loans were upsized from \$100 million to \$130 million.
- (f) **Borrowing Base Increase of Foreign ABTL Facility:** On March 30, 2022, the Foreign ABTL Borrower entered into a first amendment to the Foreign ABTL Credit Agreement with Blue Torch to temporarily increase the borrowing base for one year.
- (g) **Amendment No. 9 to the US ABL Facility:** On March 31, 2022, RCPC entered into Amendment No. 9 to the US ABL Facility which, among other things, temporarily increased the borrowing base by up to \$25 million until the earlier of (i) September 29, 2022 and (ii) the occurrence of an event of default or payment default.

(e) Cost-Cutting Measures

91. In addition to its refinancing efforts, the Company has engaged in cost-cutting measures since 2018. Beginning in March 2020, the Company had to adjust their efforts in the face of the COVID-19 related liquidity strain on the Company and began to focus on, among other things: (i) reducing brand support (commercial spend on licensed products), as a result of the abrupt decline in retail store traffic; (ii) monitoring the Company's sales and order flow and periodically scaling down operations and cancelling promotional programs; (iii) closely managing cash flow and liquidity and prioritizing cash to minimize COVID-19's impact on the Company's production capabilities; and (iv) pursuing various organizational measures designed to reduce costs with respect to employee compensation.

92. When the first wave of COVID-19 impacts dissipated, the Company refocused on its existing restructuring program (the "**RGGA**"). The RGGA's objectives included right-sizing the Company's organization with the objectives of driving improved profitability, cash flow, and liquidity. The RGGA achieved its cash target in 2021, and was projected to deliver further reductions in cost.

93. During the first quarter of 2022, the Company also implemented a mitigation plan that included reductions in commercial investments, proactive management of pricing to address inflation, reduction of discretionary departments, and targeted reductions in capital spend. This program, too, was intended to help provide the Company with sufficient liquidity to bridge it through these supply chain disruptions.

(f) Market Conditions and Industry Headwinds

94. Despite all of the Company's efforts to manage its financial position and liquidity, in recent months, the Company's operations have been negatively impacted in several key ways.

95. First, global supply chain disruptions have significantly challenged the Company's ability to manufacture products and bring them to market. The Company's supply chain is complex, not least because the Chapter 11 Debtors produce and sell over 8,000 stock keeping units (or "SKUs"). Furthermore, many of the Company's cosmetics products require between 35 and 40 different ingredients and components to manufacture, and a failure to secure any one of those components will prevent manufacturing and distribution for the entire product. For example, one tube of Revlon lipstick requires 35 to 40 raw materials and component parts, each of which is critical to bringing the product to market. With shortages of necessary ingredients across the Company's portfolio, competition for any available materials is steep. Even the Company's better-financed competitors are struggling to secure products. However, because many of the Company's competitors have more cash on hand, they have been able to build more inventory in advance, invest in stocking up on components and raw materials, and pay up front or a premium where needed to secure additional supplies. By contrast, the Chapter 11 Debtors' liquidity challenges have caused them to fall further behind. Even in instances where the Company has a valid purchase order with a vendor, many vendors have decommitted and declined to fill the order when presented with a higher offer by a third party. This has forced the Company to buy materials on the spot-market, where costs are significantly higher. These supply chain issues have also increased lead-times for the Company to bring its products to market.

96. Second, shipping, freight, and logistics issues are also delaying the Chapter 11 Debtors' ability to bring products to market, and imposing additional costs. Many of the Company's raw materials are sourced from China, as the Company has over 40 suppliers in the country providing approximately 1,200 items (components, raw materials, finished goods, and works in progress). Since the onset of the COVID-19 pandemic, China has followed a "zero-COVID" policy, which imposes lockdowns in areas where even a handful of COVID cases are detected. These lockdowns – including the most recent lockdowns in April and May in Shanghai – often shut down manufacturing capabilities and restrict transportation in and from the affected areas, which creates additional strain on the Chapter 11 Debtors' supply chain, especially because their timing and length cannot be predicted in advance. The transportation freeze has led to both truck shortages and, at times, the closure of entire ports. Not only can lockdowns sometimes prevent the Chapter 11 Debtors obtaining timely goods at all, but when they are able to obtain substitute goods, they are often forced to pay higher prices. All of this has also increased costs for shipping, given the decrease in supply as a result of the lockdowns. For example, in 2019, the Company paid approximately \$2,000 per container to get freight out of China and products would typically ship from China to the United States in four to six weeks. Today, the Company is paying approximately \$8,000 per container and shipments to the United States are taking twice as long.

97. Third, labor shortages and rising labor costs globally are affecting the Company, both in its manufacturing and transportation of goods. Suppliers are working with smaller labor forces; the trucking industry is also suffering a decline in available drivers—both of these result in increased costs, delays, and difficulties obtaining products. The Company is also dealing with these issues internally, as it seeks to maintain a sufficient workforce in the face of low unemployment rates and significantly rising wages.

98. Fourth, inflation is rising at such a pace that the Company has had difficulties passing its increased costs onto customers. Because of both market standards and contractual provisions with retailers, within the US market, the Company can increase prices only about one to two times in a given calendar year. Within the international market, however, the Company can typically only increase prices once at the beginning of the year—if prices are not raised at the outset, it is nearly impossible for the Company to do so later. Therefore, the Company has only been able to increase prices by approximately 3 to 4% in the US market and an average of approximately 1% in the international markets.

99. Fifth, cash constraints have created tensions with vendors. Many of the Chapter 11 Debtors' vendors have ceased providing ordinary trade credit and have begun requiring cash in advance and/or prepayment on future orders before shipping any goods. Vendors have also begun imposing credit holds when the Company is overdue for any amount, including as little as \$500. Both increased prepayments and increased credit holds put immense pressure on the Company's cash and liquidity position.

100. The cumulative result of these challenges is that the Company is currently unable to deliver sufficient quantities of goods to its key retail counterparties, and the current state of affairs is not sustainable; the Company is unable to procure supplies it needs, it cannot deliver in-demand products to customers, and it is facing increasing penalties from its customers due to its inability to meet "on-time, in full" deliveries of its products, penalties which exceeded \$1.2 million in the month of May alone. This inability to meet demand not only further depletes liquidity, but also threatens the stability of customer relationships at a critical time shortly before the annual procurement planning cycle in September 2022 for the Company's key customers, and the holiday season that takes place in Q4. Each year in September, the Company's retail customers review and

reset their shelf space allocations for the following year, and do so in part based on the Company's prior performance and new product offerings in the upcoming year. If the Company loses its share of retail space in September 2022 from its customers, that space will be allocated to its competitors, and may not be regained until the next cycle in September 2023, if ever. A long-term absence or diminished brand presence would do significant harm to the Company, to the detriment of all of its stakeholders.

101. The Company therefore needs more liquidity than ever to bring its products to the market, and at the same time, the supply chain delays have only exacerbated the liquidity challenges by reducing the Company's saleable products and inventory, which, in addition to the effects described above, in turn reduces the Company's ability to borrow under its US ABL Facility. The borrowing base under that facility is calculated based on specified "advance rates" against the liquidation value of, among other things, certain eligible inventory (including, among other things, raw materials, work-in-process inventory, and finished goods) and accounts receivable. Advance rates with respect to certain borrowing base assets are lower in the earlier stages of the production cycle—raw materials have a lower advance rate than work-in-process inventory, which have a lower advance rate than finished goods, which have a lower advance rate than the receivables generated when such finished goods are sold. Therefore, the earlier in the production cycle the Company experiences delays, the lower the advance rates the Company is able to obtain on its borrowing base assets.

(g) Governance

102. As the Chapter 11 Debtors began focusing on potential restructuring alternatives, the boards of directors of the Chapter 11 Debtors determined that it was appropriate and in the Chapter

11 Debtors' best interests to make a series of governance changes throughout the Company, each of which were approved and implemented on June 15, 2022. These changes are described more fully in the First Day Declaration, but include (i) the appointment of a Chief Restructuring Officer to each of the Chapter 11 Debtors to assist the Chapter 11 Debtors with their chapter 11 filings and provide certain management services; (ii) the appointment of one additional independent and disinterested member to the Revlon Board; (iii) the formation by the Revlon Board of a Restructuring Committee with authority to (a) carry out all key activities related to the Restructuring Matters (as defined in the First Day Declaration), except for the power or authority to approve any "Significant Transactions", (b) consider, negotiate, approve, authorize, and act upon any matter, as determined by the Restructuring Committee, that certain creditors of the Company or any of its subsidiaries could potentially allege presents conflicts of interest between the Company and related entities, and (c) exercise all powers previously delegated to the Compensation Committee; (iv) the formation by the Revlon Board of an Investigation Committee with authority to perform internal audits, reviews and investigations of the Company and its subsidiaries; (v) the appointment of a Chair and three directors to the board of RCPC; and (vi) the appointment of a Restructuring Officer at the BrandCos with authority to (a) carry out all key activities related to the Chapter 11 Cases of the BrandCos, except for the power or authority to approve any "Significant Transactions", and (b) consider, negotiate, approve, authorize and act upon any matter that certain creditors of the BrandCos could potentially allege presents conflicts of interest between the BrandCos and related entities.

PART V - RESTRUCTURING NEGOTIATIONS AND PATH FORWARD

103. In the face of the issues laid out above, and given the need to preserve liquidity, the Company's management and their advisors assessed the need for contingency planning and

engaged in efforts to prepare the Chapter 11 Debtors to commence the Chapter 11 Cases. A key aspect of these efforts was to engage with the Company's stakeholders, including Prepetition ABL Lenders and BrandCo Lenders regarding the Chapter 11 Debtors' liquidity position, and the need for post-petition financing to enable the Chapter 11 Debtors to fund any potential chapter 11 process. These discussions commenced in earnest in early June 2022.

104. On June 8, 2022, the Company missed an interest payment of approximately \$38 million that was due under the BrandCo Facility. It is an event of default under the BrandCo Credit Agreement if the RCPC, as borrower, fails to pay interest on any loan within five business days after such interest becomes due. In addition, failure to make such payment would lead to cross-defaults under the Company's other funded debt facilities. As described above, the BrandCo Facility is guaranteed by Revlon Canada and Elizabeth Arden Canada.

105. Ultimately, the BrandCo Lenders and certain Prepetition ABL Lenders' indicated a willingness to provide financing to support the Chapter 11 Debtors' chapter 11 process in the form of a senior secured post-petition asset-based revolving credit facility in the aggregate principal amount of \$400 million (the "**ABL DIP Facility**") and a senior secured priming post-petition term loan credit facility in the aggregate principal amount of \$575 million, with an incremental uncommitted facility in the amount of \$450 million (the "**Term DIP Facility**"). The incremental uncommitted facility of \$450 million can only be used to refinance or replace the ABL DIP Facility or the US ABL Facility. After careful consideration, and with the support of certain Prepetition ABL Lenders and the BrandCo Lenders, the Chapter 11 Debtors determined to commence the Chapter 11 Cases to preserve the enterprise's value and pursue a value maximizing restructuring for the benefit of all parties in interest. Of the total amount of financing, \$375 million would be immediately available on an interim basis, (i) \$300 million for critical vendor payments, to fund

working capital necessary to manage the Chapter 11 Debtors' supply chain and manufacturing and distribution costs, to pay employees as well as professional fees and financing costs, paydown the ABL Facility due to the reduction in the borrowing base and to account for additional reserves, to fund amounts needed to provide funding for operations of foreign Non-Debtor affiliates, and to continue to operate the business in the ordinary course, and (ii) \$75 million to refinance the Foreign ABTL Facility. By commencing the Chapter 11 Cases and obtaining post-petition financing, the Chapter 11 Debtors will be able to stabilize operations while proactively engaging with key creditor constituencies to develop and implement their restructuring.

106. The Company's need for significant and immediate liquidity is urgent. Without immediate additional financing in the form of the interim DIP financing requested, the Chapter 11 Debtors project that they will be unable to pay essential costs required to continue operating as a going concern, resulting in immediate and irreparable harm to the Chapter 11 Debtors' businesses, damaging all of the Chapter 11 Debtors' stakeholders. As noted above, the Company has already missed an interest payment due under the BrandCo Facilities. Additionally, the Chapter 11 Debtors require immediate cash because they are in critical need of raw materials necessary to continue their manufacturing operations. In recent months, the Company has drained funds from its foreign subsidiaries in an effort to address the US-based businesses' liquidity constraints. These foreign subsidiaries are normally profit centers, producing goods and generating cash that is ultimately repatriated and funneled back to the Company's main treasury account. Without the ability to recapitalize these foreign subsidiaries, they will be unable to return the typical value they will bring to the Company as a whole.

107. As detailed above, disruptions to the Company's supply chain, coupled with the Company's tightening liquidity, have caused numerous suppliers to refuse to fill new orders,

withdraw trade credit from the Company, or de-prioritize the Company's orders in favor of competitors that are willing to pre-pay or pay more promptly. Consequently, the Company cannot manufacture sufficient amounts of product to fill its customer' orders, causing it to lose revenue. The demand for Revlon's products is strong and growing, but its business is only sustainable if the Company can source the goods it needs to manufacture its products.

108. The Company's business is also seasonal, and many of the critical deadlines in the Company's supply cycle occur at the end of the year. The Company's retail customers typically determine their annual procurement plans in third quarter of each year. In addition, the greatest volume of the Company's sales take place during the holiday season. The Company is therefore under a tremendous amount of pressure to generate sufficient inventory for the holidays, and before the third quarter, to demonstrate to its retail customers that the Company can meet its delivery obligations so that it does not lose critical retail shelf space to its competitors. In order to meet the demand that arises at the end of the calendar year, the Company is required to begin production on the vast quantity of its products months in advance.

109. To accomplish this, the Company must have both the support of its critical vendors that supply each of the numerous components that go into the Chapter 11 Debtors' many products, as well as the liquidity to pay such vendors. The Company has already been crippled by challenges caused by its tightening liquidity position. For example, two of the Company's domestic manufacturing facilities, in Oxford, North Carolina and Jacksonville, Florida, as well as its manufacturing facility at in Mexico, are currently temporarily closed or are within weeks of shutting down due to lack of supplies. If the Company cannot gain the trust of its customers in time for the 2023 procurement cycle, it will have very little ability to regain lost market share until 2024, as retailers will be committed to the Company's competitors until the next procurement

cycle. Further, the Company's ability to regain lost market share will be placed at significant risk if they cannot maintain brand presence in stores during these Chapter 11 Cases, and lose their shelf space to competitors.

110. Due to the global nature of the Chapter 11 Debtors' supply chain, it can take up to three months for new purchase orders to be filled before they can even be shipped, and as such, there will be a significant and unavoidable lag between when the orders are placed and the purchased goods are delivered. Overall global supply chain issues have also led the Company's vendors to tighten trade terms by requiring prepayments for product, further straining the Company's liquidity. In order to be competitive in the 2023 procurement cycle and 2022 holiday season for the reason described above, the Company must resume prompt and complete delivery of orders for key supplies at once, which means the Company's orders with vendors must be placed without delay.

111. The size of the DIP Facilities (as defined below) and the amount requested on an interim basis has been determined based on the rigorous analysis of myself and others at A&M, together with the Company's management team and other advisors. The interim funding provided by the DIP Facilities will allow the Chapter 11 Debtors to honor approximately \$180 million in the interim to critical vendors that provide the supplies necessary for the Chapter 11 Debtors to immediately begin production, including \$52 million of which will fund the procurement of supplies for international non-Debtor affiliates who are already experiencing trade contraction that is expected to worsen with the announcement of the filing.

112. With the benefit of the DIP Facilities, the Company projects that it will generate \$146 million EBITDA in third and fourth quarters of 2022, and \$315 million in EBITDA during 2023, which will bring significant value for the benefit of the Company's stakeholders.

113. The Chapter 11 Debtors have commenced the Chapter 11 Cases with available financing to implement their restructuring strategy and support the costs of the Chapter 11 Cases. Despite the current uncertain market conditions, the Chapter 11 Debtors remain confident of their place in the industry, their ability to endure the current challenges, and to remain at the forefront of the global beauty industry.

PART VI - URGENT NEED FOR RELIEF IN CANADA

114. Revlon Canada, Elizabeth Arden Canada and the other Chapter 11 Debtors are in urgent need of a stay of proceedings and the recognition of the First Day Orders.

115. The Chapter 11 Debtors' cash balance as of the Petition Date was insufficient to operate their enterprise and continue paying their debts as they come due. While the Chapter 11 Debtors have thus far largely been able to maintain the shipment and distribution of products (and thus the continued trust of their customers) notwithstanding their liquidity challenges, the Chapter 11 Debtors, including Revlon Canada and Elizabeth Arden Canada on a standalone basis, cannot sustain normal course operations without an immediate infusion of post-petition financing. Without immediate post-petition financing, the Chapter 11 Debtors will be unable to preserve and maximize the value of their estates, and administer the Chapter 11 cases, causing irreparable harm to the value of the Chapter 11 Debtors' estates to the detriment of all stakeholders.

116. The Canadian Lease provides that it is an event of default if Revlon Canada or any indemnifier obtains bankruptcy protection. Subject to the automatic stay granted by the US Court

and the proposed stay of proceedings requested from this Court, Revlon Canada's landlord may have the ability to terminate the Canadian Lease due to the recent commencement of the Chapter 11 Cases.

117. Moreover, as noted above, subject to the automatic stay granted by the US Court and the proposed stay requested from this Court, the Group Grievance and the Policy Grievance were scheduled for arbitration on June 20, 2022.

118. It is also contemplated by the ABL DIP Facility and the Term DIP Facility that the Foreign Representative will file an application with this Court under Part IV of the CCAA to recognize the Chapter 11 Cases and seek customary and related relief.

119. If a value-maximizing restructuring is implemented through the Chapter 11 Cases, it is anticipated that the Company, including Revlon Canada and Elizabeth Arden Canada, will continue as a going concern, resulting in, among other things, the continuing employment of their Canadian employees. In addition, it is anticipated that trade creditors, customers, landlords and other third-party stakeholders will benefit from the continued operation of Revlon Canada and Elizabeth Arden Canada's business.

120. In light of the foregoing, a going concern outcome is in the best interests of the Company and all of its stakeholders.

PART VII - RELIEF SOUGHT

A. Recognition of Foreign Main Proceedings

121. The Foreign Representative seeks recognition of the Chapter 11 Cases as "foreign main proceedings" pursuant to Part IV of the CCAA. Other than Revlon Canada and Elizabeth Arden

Canada, the majority of the remaining Chapter 11 Debtors are incorporated or formed under US law, have their registered head offices and corporate headquarters in the US, carry out their businesses in the US, and have all, or substantially all, of their assets located in the US. Revlon Canada and Elizabeth Arden Canada are, for all intents and purposes, administered and managed out of the US.

122. As described above, Revlon Canada and Elizabeth Arden Canada are wholly reliant on the Chapter 11 Debtors for corporate, administrative and back-office support. Revlon Canada and Elizabeth Arden Canada are managed on a consolidated basis and the Canadian operations are dependent on and integrated with the US operations. Revlon Canada and Elizabeth Arden Canada would not be able to function independently without the corporate functions performed by the Chapter 11 Debtors in the US.

B. Recognition of First Day Orders

123. By operation of the US Bankruptcy Code, the Chapter 11 Debtors obtained the benefit of a stay of proceedings upon filing the Petitions with the US Court. A stay of proceedings in Canada, including the above-noted union grievances, is essential to protect the efforts of the Chapter 11 Debtors to proceed with the Chapter 11 Cases and to pursue a restructuring transaction.

124. On June 16 and 17, 2022, the US Court heard the First Day Motions and granted 17 interim and final orders (the “**First Day Orders**”). On July 22, 2022, the US Court will hear certain anticipated “**Second Day**” motions.

125. At this time, the Foreign Representative is seeking recognition of the following First Day Orders granted by the US Court:

- (a) *Order (I) Authorizing Revlon, Inc. to act as Foreign Representative, and (II) Granting Related Relief* (the “**Foreign Representative Order**”): The Foreign Representative Order authorizes Revlon, Inc. to act as “authorized foreign representative” in order to seek the relief in this Part IV Application.
- (b) *Order (A) Directing Joint Administration of the Chapter 11 Cases and (B) Granting Related Relief* (the “**Joint Administration Order**”): The Joint Administration Order directs the joint administration of all cases for each of the Chapter 11 Debtors for procedural purposes only.
- (c) *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, and (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the “**Interim DIP Order**”): The Interim DIP Order is described below.
- (d) *Interim Order (A) Prohibiting Utility Providers from Altering, Refusing or Discontinuing Utility Services, (B) Determining Adequate Assurance of Payment for Future Utility Services, (C) Establishing Procedures for Determining Adequate Assurance of Payment, and (D) Granting Related Relief* (the “**Interim Utilities Order**”): In connection with the operation of the Chapter 11 Debtors’ businesses, including Revlon Canada and Elizabeth Arden Canada, the Chapter 11 Debtors obtain water, sewer services, electricity, waste disposal, natural gas, telecommunications, internet and other similar services from many American and

Canadian utility providers or their brokers, including those listed at Exhibit C of the Utilities Motion. The Interim Utilities Order, among other things, (i) prohibits utility providers from altering, refusing or discontinuing services; and (ii) provides utility providers with adequate assurance of payment within the meaning of section 366 of the US Bankruptcy Code.

- (e) *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of Common Stock or Options, Declarations of Worthlessness with respect to Common Stock and Claims Against the Debtors* (the “**Interim NOL Order**”): The Interim NOL Order (i) approves the Procedures (as defined in the NOL Motion) set forth in Exhibit 1 to the Order on an interim basis; (ii) provides that any transfer of Beneficial Ownership of Common Stock or Options (both as defined in the NOL Motion), or declaration of worthlessness with respect to Beneficial Ownership of Common Stock, in violation of the Procedures in Exhibit 1, including but not limited to the notice requirements, are null and void *ab initio* and that the person or Entity making such transfer or declaration shall be required to take steps the Chapter 11 Debtors determine are necessary to be consistent with this; and (iii) requiring any person or Entity making such declaration of worthlessness with respect to Beneficial Ownership of Common Stock in violation of the Procedures in Exhibit 1, including the notice requirements, to file an amended tax return revoking such declaration and any related deduction to appropriately reflect that such declaration is void *ab initio*.
- (f) *Interim Order (A) Authorizing the Payment of Certain Prepetition Taxes and Fees and (B) Granting Related Relief* (the “**Interim Taxes Order**”): The Interim Taxes

Order authorizes the Chapter 11 Debtors to remit and pay certain accrued and outstanding prepetition taxes, sales taxes, use taxes, annual report and licensing fees, personal property taxes, franchise taxes and fees, foreign taxes, and various other governmental taxes, fees and assessments (the “**Taxes and Fees**”). As of the Petition Date, the Chapter 11 Debtors estimate that approximately \$28,009,600 in Taxes and Fees have accrued or otherwise relate to the prepetition period and will become due and owing to Governmental Authorities (as defined therein) in the ordinary course after the Petition Date. This includes \$11,858, \$361,105, and \$4,743 due and owing to the Minister of Finance, Minister of Revenue of Quebec, and Revenue Quebec, respectively. The Chapter 11 Debtors further estimate that approximately \$14.7 million in taxes and fees outstanding as of the Petition Date or otherwise relating to the prepetition period are or will become due to the Governmental Authorities within the first 25 days after the Petition Date (i.e., the interim period).

- (g) *Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and reimbursable Expenses and (B) Continue Employee Benefit Programs, and (II) Granting Related Relief* (the “**Interim Wages Order**”):
- As noted above, as of the Petition Date, the Chapter 11 Debtors employ approximately 2,823 employees working in both full and part-time positions, including salaried and hourly employees (collectively, the “**Employees**”), including approximately 102 resident in Canada. The Interim Wages Order generally authorizes the Chapter 11 Debtors to (i) pay prepetition wages, salaries and other compensation, and reimbursable expenses subject to a statutory cap, and

with certain exceptions; and (ii) continue the majority of the Chapter 11 Debtors' employee benefits programs in the ordinary course of their businesses, including payment of certain prepetition obligations. The Chapter 11 Debtors estimate that their historical average monthly employee compensation (i.e., salaries, wages, overtime, and other obligations) on an aggregate basis is approximately \$17 million, including approximately CAD\$530,000 for Canadian Employees. As of the Petition Date, the Chapter 11 Debtors estimate that they owe approximately \$1 million, net of any deductions and withholdings, on account of accrued and unpaid employee compensation, of which approximately \$10,000 is owed to Canadian Employees, substantially all of which comes due within the first 25 days after the Petition Date; approximately \$5.1 million on account of Temporary Staff Fees (as defined therein), of which approximately \$4.4 million comes due within the first 25 days after the Petition Date; and approximately \$700,000 on account of accrued but unpaid Independent Contractor obligations, substantially all of which comes due within the first 25 days after the Petition Date. In addition, as of the Petition Date, the Chapter 11 Debtors estimate that they owe the following amounts on account of benefit packages owing to Canadian employees: (i) \$3,000 on account of Canadian workers compensation premiums, (ii) approximately \$12,000 in unremitted employee contributions on account of the Canadian Savings Plans, (iii) approximately \$7,000 on account of the Canadian Savings Plan Match, and (iv) approximately \$6,000 on account of the Canadian Pension Plan, substantially all of which will come due within the first 25 days after the Petition Date. Further details in respect of amounts owing to Employees, including in respect of commissions,

non-insider severance, non-insider incentive programs, and retention award programs, is set out in the Wages Motion.

- (h) *Interim Order (A) Authorizing the Debtors to Continue and Renew their Surety Bond Program and (B) Granting Related Relief* (the “**Interim Surety Bond Order**”): In the ordinary course of their businesses, certain statutes, rules and regulations require that the Chapter 11 Debtors provide surety bonds to certain third parties, often to governmental units or other public agencies, to secure the Chapter 11 Debtors’ payment or performance of certain obligations (the “**Surety Bond Program**”). The Interim Surety Bond Order authorizes the Chapter 11 Debtors to continue and renew their Surety Bond Program in the ordinary course. As it applies to Revlon Canada specifically, Continental Casualty Company has issued two separate bonds in the amount of \$13,008 and \$1,592 to secure amounts owing to the Canada Border Services Agency and The Queen, as represented by the Minister of National Revenue, respectively.
- (i) *Interim Order (I) Authorizing the Debtors to Pay Prepetition Claims of (A) Lien Claimants, (B) Import Claimants, (C) 503(B)(9) Claimants; (D) Foreign Vendors, and (E) Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* (the “**Interim Critical Vendor Order**”): A critical component of the Chapter 11 Debtors’ supply chain involves business dealings with foreign vendors located across the globe, including in Canada. As of the Petition Date, the Chapter 11 Debtors owe approximately \$130 million in total accounts payable to the Chapter 11 Debtors’ trade creditors (the “**Vendor Obligations**”). Of that amount, as of the Petition Date, the Chapter 11

Debtors owe approximately \$5.9 million on account of accounts payable, including \$4,930,737 to vendors of Revlon Canada and Elizabeth Arden Canada (of which approximately \$1.4 million is owed to US vendors and \$3.5 million is owed to Canadian vendors). The Interim Critical Vendor Order authorizes, but does not direct, the Chapter 11 Debtors to pay up to \$40.4 million on an interim basis on account of prepetition Vendor Obligations. It is critical that Revlon Canada and Elizabeth Arden Canada continue to pay certain prepetition claims of critical vendors and foreign vendor claims, so that Revlon Canada and Elizabeth Arden Canada can access required supplies for their continued operation.

- (j) *Interim Order (I) Authorizing the Debtors to (A) Continue to Operate their Cash Management System, (B) Honour Certain Prepetition Obligations Related thereto; (C) Maintain Existing Business Forms, and (D) Continue to Perform Intercompany Transactions; and (II) Granting Related Relief* (the “**Interim Cash Management Order**”): The Interim Cash Management Order authorizes the Chapter 11 Debtors to, among other things, (i) continue to operate their cash management system and maintain their existing bank accounts and investment accounts; (ii) honour certain prepetition obligations related thereto; and (iii) continue to perform intercompany transactions. As noted above, Revlon Canada maintains 5 Canadian accounts and the Elizabeth Arden Canada maintains 2 Canadian accounts which form part of the larger Cash Management System. Revlon Canada and Elizabeth Arden Canada are dependent on the continued operating of the Cash Management System for management of their respective accounts receivable and payable, forecasting and reporting, and all tracking and reconciliation of intercompany transactions.

- (k) *Interim Order (A) Authorizing the Debtors to Maintain and Administer their Existing Customer Programs and Honour Certain Prepetition Obligations Related Thereto and (B) Granting Related Relief* (the “**Interim Customer Programs Order**”): Prior the Petition Date, in the ordinary course of the Chapter 11 Debtors’ businesses, the Chapter 11 Debtors offered and engaged in certain customer practices, including market development funds, discounts, returns, cooperative marketing, and retailer partnerships (collectively, the “**Customer Programs**”). The Interim Customers Program Order authorizes, but not directs, the Chapter 11 Debtors to honour any prepetition obligations on account of their Customer Programs and to continue the Customer Programs in the ordinary course of their businesses. A portion of Revlon Canada and Elizabeth Arden Canada’s accrued accounts payable as at the Petition Date includes amounts owed to their customers under their Customer Programs.
- (l) *Interim Order (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered Into Prepetition and Satisfy Prepetition Obligations Related thereto, (B) Renew, Supplement, Modify, or Purchase Insurance Coverage, (C) Continue to Pay Brokerage Fees, (D) Honour the Terms of the Prepetition Premium Financing Agreement and Pay Premiums Thereunder, and (E) Enter into New Premium Financing Agreements in the Ordinary Course of Business, and (II) Granting Related Relief* (the “**Interim Insurance Order**”): In the ordinary course of their businesses, the Chapter 11 Debtors maintain an insurance program consisting of approximately 51 insurance policies maintained and administered by multiple third-party insurance carriers, as listed at Exhibit C of the Insurance Motion. The

Interim Insurance Order authorizes the Chapter 11 Debtors to, among other things, (i) continue insurance coverage entered into prepetition and satisfy prepetition obligations related thereto; (ii) renew, amend, supplement, extend or purchase insurance coverage in the ordinary course of their businesses; (iii) continue to pay Brokerage Fees (as defined therein); and (iv) honour the terms of their premium financing agreements, pay the premiums due thereunder, and enter into new premium financing agreements in the ordinary course. As of the Petition Date, the Chapter 11 Debtors owe approximately \$1,680,000 on account of their premium financing agreements, third party administrator fees, and certain premiums related to policy renewals or premiums that are paid quarterly, of which \$1,562,127.04 will come due and owing within the first 25 days of the Chapter 11 Cases.

- (m) *Order (I) Authorizing and Approving the Appointment of Kroll Restructuring Administration LLC as Claims and Noticing Agent and (III) Granting Related Relief* (the “**Kroll Retention Order**”): The Kroll Retention Order appoints Kroll Restructuring Administration LLC as claims and noticing agent in the Chapter 11 Cases, including in respect of the creditors of Revlon Canada and Elizabeth Arden Canada.

C. DIP Facilities and DIP Charges³

126. As set out in more detail in the DIP Motion and Interim DIP Order, RCPC, as borrower, sought authority to obtain post-petition financing (collectively, the “**DIP Facilities**”) pursuant to:

³ Capitalized terms in this section that are not otherwise defined have the meanings given to them in the DIP Motion.

- (a) the Term DIP Facility;
- (b) the ABL DIP Facility; and
- (c) the Intercompany DIP Facility (as defined below).

127. Details regarding the DIP Facilities are set out in the DIP Motion and therefore are not repeated in detail herein. Briefly, some of the significant features of the DIP Facilities are as follows:

	Term DIP Facility	ABL DIP Facility
Borrower	RCPC	
Guarantors	The Chapter 11 Debtors other than the Borrower, including Revlon Canada and Elizabeth Arden Canada (consistent with the prepetition BrandCo Facilities)	The Chapter 11 Debtors other than the Borrower and the BrandCo Entities, including Revlon Canada and Elizabeth Arden Canada (consistent with the prepetition US ABL Facility)
Amount	Aggregate principal amount not to exceed \$1.025 billion - \$575 million of which is committed and \$450 million of which is uncommitted; \$375 million will be available immediately upon entry of the Interim DIP Order	\$400 million, consisting of (i) \$270 million in LIFO ABL DIP Commitments, of which \$109 million will be deemed drawn automatically upon entry of the Interim DIP Order to satisfy the outstanding Prepetition LIFO ABL Obligations and (ii) \$130 million of SISO ABL DIP Loans, with the entire amount deemed drawn automatically upon entry of the Interim DIP Order to satisfy the outstanding Prepetition SISO ABL Obligation
Interest Rate	SOFR + 775 basis points (with a 1% SOFR floor)	<u>LIFO ABL DIP Loans</u> : ABR + 2.50% (with a 1.5% ABR floor) <u>SISO ABL DIP Loans</u> : ABR + 4.75% (with a 2.75% ABR floor)

	Term DIP Facility	ABL DIP Facility
Closing Fee	1% of the aggregate principal amount of each Term DIP Lender's Term DIP Commitment	1% of the aggregate Tranche A DIP ABL Commitments as of the Petition Date
Security	The Term DIP Facility will be secured by liens on substantially all assets and property of the Chapter 11 Debtors	The ABL DIP Facility will be secured by liens on substantially all assets and property of the Chapter 11 Debtors other than the BrandCo Entities
Lien Priority	See Schedule of Lien Priorities, attached hereto as Exhibit "J"	
Roll-Up	N/A	Upon entry of the Interim DIP Order, (i) the outstanding amount of the Prepetition LIFO ABL Obligations will be rolled up in accordance with the ABL DIP Term Sheet; and (ii) the outstanding amount of the Prepetition SISO ABL Obligations will be converted into ABL DIP Loans in accordance with the ABL DIP Credit Agreement
Events of Default	Usual and customary events of defaults for debtor-in-possession facilities of this type and purpose	
Remedies upon Default	Upon the occurrence of an Event of Default and seven (7) days' prior written notice, each DIP Agent may exercise under the DIP Documents or the Interim DIP Order all rights and remedies under the DIP Documents	

128. In addition to the ABL DIP Facility and the Term DIP Facility, the BrandCo Entities have agreed to extend credit to RCPC, as borrower, pursuant to a superpriority junior secured debtor-in-possession intercompany credit facility provided for in the Interim DIP Order (the "**Intercompany DIP Facility**"), which facility provides for guarantees by the Chapter 11 Debtors other than RCPC and the BrandCo Entities (including Revlon Canada and Elizabeth Arden Canada) and liens on substantially all assets and property of the Chapter 11 Debtors other than of the BrandCo Entities. Pursuant to the existing license agreements between RCPC and the BrandCo Entities, RCPC is required to make cash payments for the use of the BrandCo Entities' intellectual

property and the BrandCo Entities regularly returned such cash to RCPC as a dividend so that the proceeds could be used to fund the business. Pursuant to the Intercompany DIP Facility, during the Chapter 11 Cases as and when such royalty payments come due to the BrandCo Entities, the BrandCo Entities will lend such royalty payments back to RCPC on a dollar-for-dollar basis, which will provide the Chapter 11 Debtors with further liquidity to operate in the ordinary course without requiring further third-party debtor-in-possession financing (estimated at approximately \$9 million per month). The Intercompany DIP Facility does not include any covenants or fees, maintains an interest rate of ABR + 6.75% (with a 1% ABR floor), paid in kind, and matures on the same date as the Term DIP Facility. The Intercompany DIP Facility is secured on a junior basis vis-à-vis the Term DIP Facility, as set forth in the Schedule of Lien Priorities, attached hereto as Exhibit “J”.

129. Revlon Canada and Elizabeth Arden Canada each issued guarantees and granted security over substantially all of their respective assets in connection with the prepetition US ABL Facility and BrandCo Facilities and are unable repay the obligations due and owing under such facilities. Accordingly, the DIP Facilities required that Revlon Canada and Elizabeth Arden Canada guarantee the DIP Facilities and provide security for their respective obligations, and each has been authorized to do so pursuant to the terms of the Interim DIP Order. It is expected that the Chapter 11 Debtors will seek Court-ordered priority charges in these proceedings in respect of the DIP Facilities, which charges shall be consistent with the liens and charges created by the Interim DIP Order.

130. It is anticipated that Revlon will be able to fund operations via normal course inter-company transfers to Revlon Canada and Elizabeth Arden Canada during the course of these proceedings using funds borrowed under the DIP Facilities. In addition, Revlon Canada and

Elizabeth Arden Canada benefit from the continued availability of the BrandCo Entities' intellectual property, including through their ability to sell associated products into the Canadian marketplace.

131. The Chapter 11 Debtors require both the additional financing provided by the DIP Facilities. Financing on a post-petition basis is not otherwise available and is not available on terms more favourable than the terms contained in the proposed financing facilities. I believe that the relief in the Interim DIP Order represents the best available option for the Chapter 11 Debtors and will benefit all parties in interest.

132. The amounts actually borrowed by the Chapter 11 Debtors under the Term DIP Facility, ABL DIP Facility and Intercompany DIP Facility is proposed to be secured by, among other things, Court-ordered charges on the present and future assets, property and undertakings of the Chapter 11 Debtors located in Canada (the "**Canadian Collateral**") that rank in priority to all unsecured claims and are subject to the relative priority of liens as set forth in the Interim DIP Order on the Canadian Collateral, but subordinate to the proposed Administration Charge (the "**DIP Charges**").

D. Appointment of Information Officer

133. As part of its application, the Foreign Representative is seeking to appoint KSV Restructuring Inc. ("**KSV** ") as the information officer (the "**Information Officer**") in this proceeding. KSV Restructuring is a licensed trustee in bankruptcy in Canada and its principals have acted as an information officer in several previous ancillary proceedings (both under Part IV of the CCAA as well as the former section 18.6 of the CCAA).

134. KSV Restructuring has consented to acting as Information Officer in this proceeding. A copy of KSV Restructuring's consent to act as Information Officer is attached hereto as Exhibit "K".

E. Administration Charge

135. The proposed initial order provides that the Information Officer, along with its counsel, and the Chapter 11 Debtors' Canadian counsel will be granted an administration charge with respect to their fees and disbursements in the maximum amount of CDN\$1,500,000 (the "Administration Charge") on the Canadian Collateral. The Administration Charge is proposed to have first priority over all other charges. I believe the amount of the Administration Charge to be reasonable in the circumstances, having regard to the size and complexity of these proceedings and the roles that will be required of the proposed Information Officer, its legal counsel, and the Chapter 11 Debtors' Canadian counsel.

PART VIII -PROPOSED NEXT HEARING

136. As noted above, the Foreign Representative is seeking recognition of the above-noted First Day Orders.

137. The Foreign Representative intends to seek further hearings for recognition of any corresponding "final orders", and any "second day" orders, that need to be recognized, if and when entered by the US Court.

PART IX - NOTICE

138. This application has been brought on notice to counsel for the lenders under the ABL DIP Facility and the Term DIP Facility, and the proposed Information Officer. The major stakeholders

of the Chapter 11 Debtors are located in the US and notice will be given to them within the Chapter 11 Cases.

139. The information regarding these proceedings will be provided to Revlon Canada and Elizabeth Arden Canada's stakeholders by and through the Information Officer. If the Orders sought are granted, the Information Officer will publish a notice of the recognition orders for two consecutive weeks in the *Globe and Mail* (National edition) pursuant to the CCAA and all Court materials in these proceedings will be available on the Information Officer's website.

AFFIRMED BEFORE ME over
videoconference in accordance with the
Administering Oath or Declaration Remotely
Regulation, O. Reg 431/20, on June 19, 2022,
while I was located in the City of Toronto, in
the Province of Ontario, and the affiant was
located in the City of Chicago, in the State of
Illinois.

}



Commissioner for Taking Affidavits
(or as may be)



ROBERT M. CARUSO

TAB A

THIS IS **EXHIBIT “A”** REFERRED TO IN THE
AFFIDAVIT OF ROBERT M. CARUSO, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 19th DAY OF JUNE, 2022.

A handwritten signature in blue ink, appearing to read 'Michael', is written above a horizontal line.

Commissioner for taking affidavits

Paul M. Basta, Esq.
Alice Belisle Eaton, Esq.
Robert A. Britton, Esq.
Kyle J. Kimpler, Esq.
Brian Bolin, Esq.
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019
Telephone: (212) 373-3000
Facsimile: (212) 757-3990

Proposed Counsel to the Debtors and Debtors in Possession

**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 REVLON, INC. TO
ACT AS FOREIGN REPRESENTATIVE, AND (II) 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”), (a) authorizing Revlon, Inc. (“Revlon”) to act as foreign representative on behalf of the Debtors’ estates pursuant to section 1505 of the Bankruptcy Code and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter

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 Debtors have requested 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’ proposed claims and noticing agent at <https://cases.ra.krroll.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 Capitalized terms used but not otherwise defined herein shall have the meanings set forth to them in the Motion.

pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court 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 the relief requested in the Motion 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 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 the hearing 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 ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Revlon is hereby authorized to act as the Foreign Representative on behalf of the Debtors' estates in connection with the Canadian Proceeding. As Foreign Representative, Revlon shall be authorized and shall have the power to act in any way permitted by applicable foreign law, including (a) seeking recognition of the Debtors' chapter 11 cases in the Canadian Proceeding, (b) requesting that the Canadian Court lend assistance to this Court in protecting the Debtors' property, and (c) seeking any other appropriate relief from the Canadian Court that Revlon deems just and proper in the furtherance of the protection of the Debtors' estates.
3. The Debtor or any other appropriate party is hereby authorized to request the aid and assistance of the Canadian Court to recognize the Debtors' chapter 11 cases as a "foreign main

proceeding” and Revlon as a “foreign representative” pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order.

4. For the purposes of communicating with the Canadian Court (should it be necessary), this Court may utilize the JIN Guidelines issued by the Judicial Insolvency Network as this Court determines is just and proper.

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

6. The 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
June 17, 2022

s/ David S. Jones
Honorable David S. Jones
United States Bankruptcy Judge

TAB B

THIS IS **EXHIBIT “B”** REFERRED TO IN THE
AFFIDAVIT OF ROBERT M. CARUSO, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 19th DAY OF JUNE, 2022.

A handwritten signature in blue ink, appearing to read 'Michael', is written above a horizontal line.

Commissioner for taking affidavits

**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.)	
	)	(Joint Administration Requested)

**DECLARATION OF ROBERT M. CARUSO,
CHIEF RESTRUCTURING OFFICER, (I) IN SUPPORT OF FIRST DAY
MOTIONS AND (II) PURSUANT TO LOCAL BANKRUPTCY RULE 1007-2**

I, Robert M. Caruso, pursuant to section 1746 of title 28 of the United States Code, hereby declare that the following is true to the best of my knowledge, information, and belief:

1. I am a Managing Director of Alvarez & Marsal North America, LLC (together with certain affiliates, "A&M"), a restructuring advisory services firm with numerous offices throughout the country.

2. A&M has been retained by each of the above-captioned debtors and debtors in possession (collectively, "Revlon" or the "Debtors" and, together with their non-Debtor affiliates, the "Company"). As the leader of this engagement, I have independently reviewed, have become familiar with, and have personal knowledge regarding the Debtors' day-to-day operations, businesses, financial affairs, and books and records. A list of the Debtors and their non-Debtor

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 Debtors have requested 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' proposed 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.

affiliates is attached as **Exhibit A**, and a chart reflecting the Debtors' corporate structure is attached as **Exhibit B**.

3. I have over 30 years of restructuring experience, working with clients across a wide range of industries such as automotive, manufacturing, consumer products, gaming, and retail. Prior to joining A&M, I was a Senior Managing Director with the corporate finance/restructuring practice of FTI Consulting in Chicago, specializing in the restructuring of troubled companies. Earlier, I was a Partner with PricewaterhouseCoopers and a Managing Director with the corporate recovery services practice of KPMG. I hold a bachelor's degree in accountancy from the University of Illinois at Urbana-Champaign. I passed the Certified Public Accountant (CPA) exam in the State of Illinois and am a Certified Insolvency and Reorganization Advisor (CIRA).

4. On the date hereof (the "Petition Date"), each of the Debtors commenced voluntary cases (these "Chapter 11 Cases") for relief under title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Court"). I submit this declaration (this "Declaration") in support of the Debtors' voluntary petitions (the "Petitions"), and the Debtors' related requests for initial relief in the form of motions and applications (the "First Day Motions"), as well as to assist the Court and parties in interest in understanding the circumstances that led the Company to commence these Chapter 11 Cases. To that end, this Declaration provides background information about the Debtors' corporate history, business operations, capital structure, and recent challenges, and supports the Debtors' Petitions and the relief requested in the First Day Motions.

5. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge; information supplied to me by other employees of A&M and members of the Company's management, professionals, and advisors; my review of relevant documents; or

my opinion based upon my experience and knowledge of the Debtors' industry, operations, and financial condition. If called to testify, I could and would testify competently as to the facts set forth herein. I am authorized to submit this Declaration.

I. Preliminary Statement

6. Revlon, Inc. is a global leader in the beauty industry, with a diverse portfolio of brands, including the iconic Revlon and Elizabeth Arden brands, spanning multiple beauty segments. The Company's portfolio consists of over 20 key brands associated with thousands of products sold in approximately 150 countries worldwide. The Company's leading position in the global beauty industry is a result of its extensive array of beauty offerings, including color cosmetics, fragrances, hair color, hair care, skin care, beauty tools, men's grooming products, deodorants, and other beauty care products, which it develops, manufactures, sells, and markets across the globe through a variety of distribution channels.

7. As of the Petition Date, the Company's operations are generally organized into the following reportable segments:

(a) Revlon: The Revlon segment is comprised of Revlon-branded color cosmetics and beauty tools products as well as the ColorSilk and Revlon Professional hair color and care franchises.

(b) Elizabeth Arden: The Elizabeth Arden segment is comprised of the Company's Elizabeth Arden-branded products, including Ceramide, PreVage, and Eight Hour skincare franchises, as well as their portfolio of fragrances, including the Green Tea, White Tea, Red Door, and 5th Avenue fragrance lines.

(c) Portfolio: The Company's Portfolio segment includes well-established multinational brands, including Almay, American Crew, CND, Creme of Nature, Cutex, Mitchum, and SinfulColors, as well as smaller regional brands.

(d) Fragrances: The Company's Fragrance segment includes a collection of owned and licensed fragrance brands, including, among others, Juicy Couture, Britney Spears, Curve, John Varvatos, Christina Aguilera, and Elizabeth Taylor.

8. The Debtors and their management team have successfully negotiated and implemented a series of strategic actions in recent years to address the Company's liabilities, grow its business, and execute on its business plan. This work was premised on three main tenets: (i) optimizing the Company's global supply chain; (ii) enhancing the Company's in-market commercial execution; and (iii) reducing the Company's overhead costs and streamlining its operations, reporting structures, and business processes. All of these efforts share the objectives of reducing costs, maximizing productivity, and improving profitability, cash flows, and liquidity.

9. Notwithstanding these efforts and results, however, the Company was forced to commence these Chapter 11 Cases because its liquidity position has been significantly constrained since the onset of COVID-19, and has severely deteriorated recently in 2022. Customer demand for Revlon's products and brands remains strong, and has in fact grown year-over-year in each year since 2020. However, as described throughout this Declaration, industry headwinds and macroeconomic issues that have adversely affected the Debtors for years have significantly accelerated this year, principally due to the following:

- **Supply Chain:** global supply chain disruptions that began in 2020 have recently accelerated due to, among other reasons, the unexpected persistence of COVID-19, including lockdowns and other restrictions in key commercial hubs such as China, which have left the Debtors unable to procure sufficient volumes of raw materials to manufacture enough inventory to meet the significant consumer demand for their products;
- **Inventory:** the Company's inability to obtain and produce sufficient inventory due to supply chain constraints has in turn caused a decrease in revenue and a reduction in the Company's borrowing base under its US ABL Facility (as defined below);
- **Logistics and Labor:** even when the Debtors are able to acquire necessary raw materials to manufacture their products, shipping, freight, and logistics issues, as well as labor shortages affecting both the Company and its logistics providers, have delayed the process of manufacturing products into saleable inventory and delivering that inventory to market, and increased the cost of doing so;

- **Trade Credit:** due to the Debtors' liquidity challenges and significantly constrained ability to make payments to their vendors, coupled with increased competition for more limited supply from the Company's vendors, suppliers have been rapidly pulling the Company's trade credit and have increasingly demanded cash in advance;
- **Customer Issues:** because the Debtors have been unable to produce sufficient goods in recent months to meet strong customer demand, retailers have begun imposing fines on the Company for failure to deliver products "on time and in full";
- **Inflation:** inflation is rising too rapidly to allow increased procurement and manufacturing costs to be passed through to customers; and
- **Market Impacts:** significant volatility in the capital markets and tightening of credit markets have limited the Company's options to address its liquidity shortfall.

10. Prior to the recent impact of these issues, the Company had been working proactively for years to address its capital structure, which, as of the Petition Date, consists of approximately \$3.5 billion of secured and unsecured debt as follows:

Instrument / Facility	Principal Outstanding
US ABL Facility	\$289,000,000
BrandCo Facilities	\$1,878,019,219
2016 Term Loan Facility ²	\$870,116,570
2024 Unsecured Notes	\$431,300,000
Foreign ABTL Facility	\$75,000,000
Total Indebtedness	\$3,543,435,789

11. In 2020, the Company took several steps to address near-term debt maturities and provide liquidity to execute on its long-term business plan and to address the uncertainty caused by the COVID-19 pandemic. On May 7, 2020, the Debtors and certain existing debtholders entered into a credit agreement that provided the Debtors with approximately \$1,850 million of financing, known as the BrandCo Facilities, as further described and defined herein. In November

² The amount of principal outstanding under the 2016 Term Loan Facility is the subject of the ongoing Citibank Litigation between Citibank and lenders holding approximately \$500 million in 2016 Term Loans. The Principal Outstanding reflected in the table above reflects the entire amount of the 2016 Term Loan as it existed prior to the mistaken payment by Citibank.

2020, the Debtors completed an exchange offer for the Company's then-outstanding 2021 Unsecured Notes (as defined below), which, if left outstanding on November 15, 2020, could have caused the maturities of the Company's other funded debt, including the US ABL Facility, 2016 Term Loan Facility, and Foreign ABTL Facility (each as defined herein) to "spring" forward to that same date. By engaging in these transactions, the Company avoided this springing maturity and were able to continue to pursue its strategic initiatives to grow and strengthen its businesses.

12. In March 2020, the COVID-19 pandemic and related shut-downs began to negatively impact the Debtors. Sales declined due to the forced closures of retailer locations and office spaces, and the imposition of quarantines, travel restrictions, import and export restrictions, and face mask mandates. Due to government-imposed stay-at-home orders, organizations and educational institutions cancelled in-person events, and beauty salons, spas, and department stores stopped serving clients, decreasing demand for the Company's products. Air travel and consumer traffic in key shopping and tourist areas around the globe plummeted. On a macro level, the world experienced a general slowdown of the global economy. Each of these factors contributed to a significant decline in net sales in a majority of the Company's business segments and regions.

13. As the Company was confronting these challenges, a nearly \$1 billion mistake by Citibank, N.A. ("Citibank"), the Administrative Agent for the 2016 Term Loans (as defined below) caused significant uncertainty and complexity for the Debtors' capital structure. On August 11, 2020, Citibank intended to process an approximately \$7.8 million interest payment due to holders of the 2016 Term Loans, but instead paid the full principal and outstanding interest due on all of the 2016 Term Loans, in an amount totaling approximately \$894 million, entirely by mistake. Citibank immediately sent recall notices to all 2016 Term Loan Lenders informing them of the error, but holders of approximately \$500 million of the 2016 Term Loan declined to return the

funds. Citibank, which had used its own funds to pay all but the \$7.8 million interest payment, promptly sued those lenders and lost in the trial court following a bench trial (the “Citibank Litigation”). That ruling is now on appeal before the Second Circuit. Oral argument was heard on September 29, 2021, and, as of the Petition Date, no opinion has been issued.

14. Although Revlon is not a party to the Citibank Litigation, these events have created uncertainty for the Company, Citibank, and the lenders regarding who holds over 50% of the 2016 Term Loans, and I expect that uncertainty to persist until the Second Circuit issues a ruling on Citibank’s appeal. The Credit Agreement governing the 2016 Term Loans does not allow additional senior financing to be pursued out of court without the consent of a majority of the 2016 Term Loans, but the status of approximately \$500 million of the \$894 million in 2016 Term Loans remains unresolved. As a result, the Company effectively has had, since August 2020, no 2016 Term Loans counterparty with which it can negotiate.

15. Despite these extremely challenging and unprecedented difficulties, in late 2020 the Company was able to address its near-term balance sheet issues and saw a gradual rebound in its sales and revenue by mid-2021. With the roll out of COVID-19 vaccinations and the easing of restrictions in the United States and other key markets around the globe, the Company saw a gradual rebound in consumer spending and consumption in 2021 and early 2022. Due in large part to management’s business optimization efforts, the Company was able to quickly capitalize on this opportunity and successfully grew customer demand in 2022.

16. Demand for the Company’s products since 2020 has been strong across segments. The Company finished 2021 with \$292.9 million of adjusted EBITDA, up \$52.8 million (21.9%) from 2020 (\$240.1 million) and 10.0% from 2019 (\$266.1 million). In 2021, the Company generated \$2,078.7 million in net sales, compared to \$1,904.3 million in 2020 and \$2,419.6 million

in 2019. Through the first quarter of 2022, the Company generated \$479.6 million in net sales, as compared to \$445.0 million in 2021, \$453.0 million in 2020, and \$553.2 million in 2019 for the same period.

17. On the heels of encouraging developments in the first quarter of 2022, the Company began working with Jefferies Finance LLC (“Jefferies”) to commence a refinancing process, which was scheduled to begin in the second quarter of 2022. As part of this refinancing, Jefferies anticipated marketing a \$500 million preferred equity security to help de-lever the Company. In March 2022, the Company engaged in constructive dialogue with its Prepetition ABL Lender under the Tranche A Revolving Loans (MidCap Funding IV Trust (“MidCap”)) and the lender under the Company’s Foreign ABTL Facility (Blue Torch Finance LLC (“Blue Torch”)). The Company successfully negotiated amendments to the borrowing base under its US ABL Facility and Foreign ABTL Facility that temporarily increased its borrowing capacity by \$10-15 million and \$7 million, respectively.

18. However, by late spring 2022, the economic environment began to change. The Company was experiencing high demand for its products, but industry-wide global supply chain disruptions decreased the supply of, and intensified competition for, the many chemicals and other raw materials required by the Company to manufacture its products. The Company’s vendors, who would historically allow 30 to 75 days for payment after receipt of an invoice, began insisting on payment of outstanding amounts, implementing credit holds, and/or requiring cash in advance for new orders. If the Company did not comply, they would simply sell their products to one of the many other willing buyers. These vendor demands substantially impacted the Company’s liquidity position. Global labor shortages further burdened the Company and its suppliers with higher costs and delays in production and transportation, and global inflation rose at a rate faster

than the Company could pass the increased costs through to its customers. As a result of all of these issues, the Company experienced increasing challenges procuring the dozens of different components and ingredients needed to manufacture each one of its many products, and even where it could do so, substantially higher costs, delays, and payment requirements placed significant pressures on its business and liquidity. As a consequence of these supply chain and manufacturing challenges, the Company's ability to deliver completed products to its customers and generate revenue has been further constrained, negatively impacting sales and in some cases resulting in fines from the Company's customers for failing to provide required quantities of its products on time and in full.

19. In the wake of the significant risks to its businesses discussed above, the Company had to determine whether to use dwindling liquidity to make upcoming interest payments of approximately \$11 million on its 2016 Term Loan Facility and approximately \$38 million on the BrandCo Facilities. The Company quickly engaged with the BrandCo Lenders, the Prepetition ABL Lenders, and the 2016 Term Loan Lenders (each as defined herein), with constructive formal and informal discussions with members of these groups or their advisors during May and June 2022. During these discussions, the Company responded to multiple rounds of high-priority diligence requests on an expedited timeline and proposed financings and transaction structures to bridge its liquidity needs out of court. However, a significant number of the Company's lenders were not willing to pursue any such transactions in the current environment. The Company then pivoted on a path to a restructuring, which the BrandCo Lenders were supportive of. BrandCo Lenders holding approximately 87% of the BrandCo Facilities have provided the Debtors with financing commitments to fund the Debtors' operations during the course of Chapter 11 Cases of \$575 million, including \$375 million available on an interim basis subject to Court approval. This

debtor-in-possession financing, together with the other first day relief discussed herein, will allow the Debtors to immediately and aggressively address the current crisis. The Debtors continue to engage with the lender groups in good faith and are appreciative of their efforts to date.

20. As the Debtors' focus turned toward evaluating an in-court restructuring, the board of directors of Revlon, Inc. and Revlon Consumer Products Corporation ("RCPC" and, such Board of Directors, the "Board") determined that it was in the Debtors' best interests to make several governance changes throughout the Company, each of which were approved and implemented on June 15, 2022:

- **Appointment of Chief Restructuring Officer:** I was appointed as Chief Restructuring Officer to each of the Debtors to assist the Debtors with their chapter 11 filings and provide certain management services;
- **Appointment of Additional Independent Director:** one independent and disinterested Board member with significant restructuring experience, D.J. ("Jan") Baker, was appointed to the Board of Revlon, Inc.;
- **Formation of Restructuring Committee and Dissolution of Compensation Committee:** the Board of Revlon, Inc. formed a restructuring committee (the "Restructuring Committee") comprised of Alan S. Bernikow as Chair, E. Scott Beattie, Barry F. Schwartz, Victor Nichols, and Jan Baker. Pursuant to the resolutions establishing the Restructuring Committee, the Board delegated to the Restructuring Committee the full and exclusive power and authority of the Board to (i) carry out all key activities related to the Restructuring Matters (as defined herein), except for the power or authority to approve any "Significant Transactions," which include the adoption or implementation of any proposed (a) plan of reorganization of the Company and its subsidiaries, (b) sale of all or substantially all of the Company's assets or businesses, or (c) any other significant transaction or decision that the Restructuring Committee determines should be considered by the full Board; (ii) consider, negotiate, approve, authorize and act upon any matter, as determined by the Restructuring Committee, that certain creditors of the Company or any of its subsidiaries could potentially allege presents conflicts of interest between the Company and related entities; and (iii) exercise all powers previously delegated to the Compensation Committee, including those set forth in the Compensation Committee Charter that is posted to the Company's investor relations website as of the date of this Declaration. The Restructuring Committee is also delegated the full and exclusive power and authority of the Board to consider, negotiate, approve, authorize, and act upon alleged conflicts of interest between the Company and related entities. By the same resolutions,

the Board of Revlon, Inc. disbanded and dissolved the standing Compensation Committee;

- **Formation of Investigation Committee:** the Board of Revlon, Inc. formed an investigation committee (the “Investigation Committee”) comprised of Jan Baker as the sole member. Pursuant to the resolutions establishing the Investigation Committee, the Board delegated to the Investigation Committee all of the power and authority of the Board to perform any and all internal audits, reviews, and investigations of the Company and its subsidiaries;
- **Appointment of Directors to the Board of RCPC:** the board of directors at RCPC (the “RCPC Board”) appointed Alan S. Bernikow to serve as Chairman of the RCPC Board and appointed Jan Baker, E. Scott Beattie, and Victor Nichols as directors effective immediately upon the resignations of Ronald O. Perelman, Debra Perelman, and Ceci Kurzman from such board; and
- **Appointment of Restructuring Officer at BrandCos:** at each of the BrandCos (as defined herein), each a Debtor in these Chapter 11 Cases, Debtor Beautyge I, as sole Member of each of the BrandCos, appointed Steve Panagos as a Restructuring Officer and delegated to Mr. Panagos the full power and authority of the Member to (i) consider, negotiate, approve, authorize and act upon any matter that certain creditors of the BrandCos could potentially allege presents conflicts of interest between the BrandCos and related entities (the “Alleged BrandCos Conflicts Matters”); and (ii) carry out all key activities related to the Chapter 11 Cases of the BrandCos. The resolutions appointing Mr. Panagos as the Restructuring Officer specify that he does not have the power or authority to approve any “Significant Transactions,” which include the adoption or implementation of any proposed (a) plan of reorganization of any BrandCo, (b) sale of all or substantially all of any BrandCo’s assets or businesses, or (c) any other significant transaction or decision that he determines should be considered by the Member, except for any Significant Transaction that constitutes an Alleged BrandCos Conflicts Matter.

21. The Debtors, with the goal of maximizing value for the benefit of all stakeholders, and in consultation with their advisors, elected to commence these Chapter 11 Cases to obtain funding for operations, stabilize their operations, conserve and manage liquidity, and effect a value maximizing restructuring. The Debtors are part of an enterprise with a long-standing commitment to providing glamour, excitement, and innovation through quality products at affordable prices. Under the oversight of this Court, the Debtors are confident they can withstand today’s hardships,

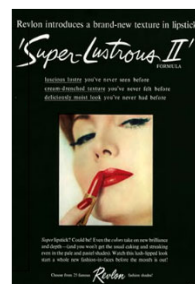
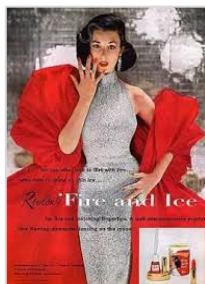
address the Company's capital structure, and get back to the business of providing customers worldwide with iconic brands and beauty products.

II. Overview of the Debtors and Their Business

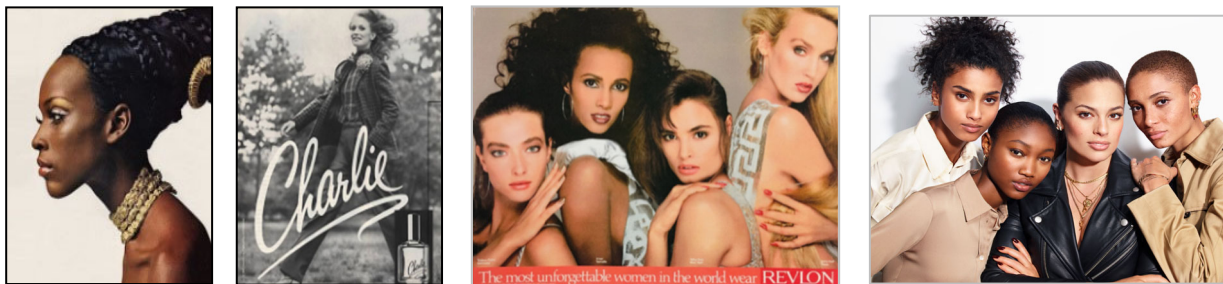
A. Corporate History

22. The origins of the Revlon brand date back to 1932, when Charles Revson, Joseph Revson, and Charles Lachman created the first opaque nail polish formulated with pigments. New colors were developed each season to align with women's fashion trends, and in 1939 Revlon launched a range of lipsticks. What followed were years of significant growth and innovation. In 1961, Revlon launched its Super Lustrous franchise, establishing Revlon as a leader in bold color, and in 1991 the Company launched the ColorStay franchise, a breakthrough in longwear lip color. In 1985, MacAndrews & Forbes Holdings Inc. acquired a majority of Revlon and, a year later, took it private. Revlon remained a wholly-owned subsidiary of MacAndrews & Forbes until 1996, when approximately 15% of the Company was sold in an initial public offering. Revlon began trading on the New York Stock Exchange under the ticker symbol "REV."

23. Today, Revlon is still synonymous with a bold, red lip, and the brand continues to innovate within its iconic Super Lustrous and ColorStay franchises. This imagery has been used in Revlon's advertisements throughout the years:



24. Revlon has also been a brand of firsts with regard to breaking cultural norms in its advertising to promote its longstanding values of diversity and inclusion. Revlon was the first beauty company to feature an African-American model in its advertising, with Naomi Sims in 1970. When the brand launched its iconic Charlie fragrance in 1973, the advertising, featuring a woman in pants, was ground-breaking in its depiction of women’s empowerment. Revlon has always been a brand that promotes diversity, from its “Most Unforgettable Woman in the World” campaign in the 1980s to today’s “Live Boldly” campaign, which celebrates women and the transformative power of beauty products. Images from these campaigns, included below, were both innovative and impactful:



25. The Company acquired Elizabeth Arden in 2016, which became a prominent brand on par with Revlon. The Elizabeth Arden brand—which is comprised of an extensive portfolio including, among other things, products under the Elizabeth Arden name brand and designer and celebrity fragrances—has a similarly rich and storied history.

26. Ms. Arden opened her first Red Door salon on Fifth Avenue in 1910 as the retreat of choice for luxury services ranging from massages to hair styling. Ms. Arden introduced eye makeup to America, was the first to create travel-sized beauty products, was the first in the cosmetics industry to employ traveling saleswomen, and was the first to begin commercial beauty tutorials. Ms. Arden was frequently at the forefront of history, including in 1912, when she

marched with the suffragettes. Many suffragettes wore red lipstick she supplied as a symbol of independence, strength, and solidarity. In 1946, Ms. Arden was the first businesswoman, and only the second woman, to be featured on the cover of Time magazine. Today, the Elizabeth Arden brand continues to deliver high quality product innovation and support Elizabeth Arden's legacy of empowering women all around the world.



27. The Revlon and Elizabeth Arden portfolio of products and brands feature numerous household names, which have continued to grow in the years pre-dating 2020. In 2013, Revlon reacquired The Colomer Group, including the Revlon Professional business and the CND, American Crew, and Creme of Nature brands. In 2015 and 2016, Revlon acquired the rights to the Cutex brand in the United States and certain other countries, adding to its rights in the Cutex brand in certain other regions. The Company's brand equity and strong customer relationships enable it to offer a wide range of services to its customers. With a collective history dating back over a century, the Company intends to remain at the forefront of beauty products across the globe.

B. The Debtors' Operations

28. The Company conducts its business exclusively through its operating subsidiary, Debtor RCPC, and its subsidiaries. The Company's headquarters are in New York, New York. It is a multinational enterprise with worldwide operations, including material business operations in North America, Asia-Pacific, Europe, and South Africa. As of the Petition Date, the Debtors

employ approximately 2,824 people (collectively, the “Employees”), of whom approximately 2,369 are full-time and approximately 435 are part-time employees. The Debtors are also party to collective bargaining agreements in both the United States and Canada. Approximately 151 Employees are represented by unions.

29. Delivering quality products across the world, and through various beauty channels, remains one of the most critical elements of success in the Company’s industry. Brand recognition in multiple sectors of the beauty industry establishes customer familiarity with the Revlon name and an understanding of its permanence in the industry. To that end, the Debtors have concentrated on multiple business segments, each with a focus on particular types of customers. Those segments are: (i) Revlon, (ii) Elizabeth Arden, (iii) Portfolio, and (iv) Fragrances.

(i) Revlon

30. The Company’s Revlon segment includes cosmetics, hair color, hair care, and beauty tools. These products are sold in the mass retail channel, large volume retailers, chain drug and food stores, e-commerce sites, department stores, professional hair and nail salons, one-stop shopping beauty retailers, and specialty cosmetics stores in the U.S. and internationally.

31. Among the various key franchises within the Revlon segment are Revlon ColorStay, Revlon Super Lustrous, Revlon ColorSilk, and Revlon Professional, as well as various beauty tools, including nail, eye, and manicure and pedicure grooming tools, eye lash curlers, and a full line of makeup brushes under the Revlon brand name. For its Revlon segment, the Company uses various digital marketing, television, and other advertising to reach customers. Women including Halle Berry, Ciara, Gwen Stefani, Gal Gadot, Ashley Graham, Sofia Carson, Jessica Jung, Adwoa Aboah, Eniola Abioro, and Megan Thee Stallion have all been Revlon Brand Ambassadors in recent years.

32. Revlon has continuously depicted the strength of women through its marketing, including in its most recent campaign, which encourages women to “Live Boldly” and express themselves with passion, optimism, strength, and style. Revlon, as a Company and within its various segments, showcases the beauty of the everyday woman. Depicted below is an example of Revlon’s “Live Boldly” campaign, launched in 2018, as well as an image from the more recent ColorStay Longwear campaign in 2022:



(ii) Elizabeth Arden

33. In September 2016, Revlon acquired Elizabeth Arden in a deal that further increased the prestige of the Revlon name globally, and bolstered its growth potential in the industry (the “Elizabeth Arden Acquisition”). The addition of Elizabeth Arden, already an iconic name in its own right, opened the door for the Company’s entry into new market segments and prestigious retailers and specialty stores, and brought prestige fragrances, skin care, and color cosmetics alongside the Revlon brand name.

34. The financing for the Elizabeth Arden Acquisition brought additional funding to the Company and enabled it to repay certain of Revlon’s and Elizabeth Arden’s then-existing facilities. Specifically, in connection with the Elizabeth Arden Acquisition, Debtor RCPC entered

into the 2016 Term Loan Facility (which refinanced existing term loans and provided additional funds to finance the Elizabeth Arden Acquisition) and the US ABL Facility and completed the issuance of the 2024 Unsecured Notes, each as defined below. RCPC used proceeds from these facilities and approximately \$126.7 million of cash on hand to fund the Elizabeth Arden Acquisition, which included the refinancing of over \$570 million of then-outstanding Elizabeth Arden debt and preferred equity obligations.

35. The Elizabeth Arden segment markets, distributes, and sells fragrances, skin care, and color cosmetics primarily to prestige retailers, department and specialty stores, perfumeries, boutiques, e-commerce sites, the mass retail channel, travel retailers, and distributors. It also makes direct sales to consumers via its Elizabeth Arden-branded retail stores and its e-commerce business. With Elizabeth Arden, Revlon is uniquely positioned to compete in multiple markets in the beauty landscape, giving customers the choice of a full suite of products that range from beauty tools and deodorants to top of the line cosmetics and skin care. Moreover, with the acquisition of Elizabeth Arden, Revlon also propelled its digital and e-commerce footprint in China, where the Elizabeth Arden brand was already strong.

36. The Company focuses on generating strong retailer and consumer demand across its key Elizabeth Arden brands. The brands include Elizabeth Arden Ceramide, Prevage, Eight Hour, SUPERSTART, Visible Difference, and Skin Illuminating in the Elizabeth Arden skin care brands; and Elizabeth Arden White Tea, Elizabeth Arden Red Door, Elizabeth Arden 5th Avenue, and Elizabeth Arden Green Tea in Elizabeth Arden fragrances. The Company uses social media and other digital mediums, including television and magazines, to market the Elizabeth Arden brand to customers.

37. The Elizabeth Arden Acquisition propelled the Company to the forefront of the industry as a global beauty enterprise with tremendous opportunity for long-term growth and value creation.

(iii) Portfolio

38. The Company's Portfolio segment focuses on premium, specialty, and mass consumer products primarily found in mass retail locations, hair and nail salons, and professional salon distributors. The segment includes brands such as: Almay and SinfulColors in color cosmetics; American Crew in men's grooming products; CND in nail polishes, gel nail color and nail enhancements; Cutex in nail care products; and Mitchum in antiperspirant deodorants.

39. The Portfolio segment also includes a multi-cultural hair care line consisting of Creme of Nature, Lottabody, and Roux brand hair care products, which are sold in both professional salons and by retailers, primarily in the U.S.

40. Depicted below are certain of the brands in the Portfolio segment:



(iv) Fragrances

41. The final segment involves the development, marketing, and distribution of certain owned and licensed fragrances. The Company holds the number one position in the US Mass Fragrance market, marketing these products to retailers in the U.S. and internationally, including prestige retailers, specialty stores, e-commerce sites, the mass retail channel, travel retailers, and other international retailers. Its fragrances include owned and licensed brands such as: (i) Juicy

Couture, John Varvatos, and AllSaints in prestige fragrances; (ii) Britney Spears, Elizabeth Taylor, Christina Aguilera, and Jennifer Aniston in celebrity fragrances; and (iii) Curve, Giorgio Beverly Hills, Ed Hardy, Charlie, Lucky Brand, <PS>, Alfred Sung, Halston, Geoffrey Beene, and White Diamonds in mass fragrances.

42. Depicted below are certain of the brands included in the Fragrance segment:



(v) Customer Contracts

43. The Company's customers range from well-known retailers such as Walmart, CVS, Target, Macy's, Amazon, Walgreens, TJ Maxx, Marshalls, and Tmall, to specialty stores, perfumeries, and boutiques such as The Perfume Shop, Hudson's Bay, Shoppers Drug Mart, Myer, Douglas, and various international and travel retailers such as Nuance, Heinemann, and World Duty Free.

44. Many of the Debtors' customers rely on individuals going into retail shops and directly purchasing products. The Debtors also maintain e-commerce websites where customers can purchase products and have third-party contracts with e-commerce companies, such as Amazon, where customers purchase products through those companies. As is customary in the industry, however, none of the Company's major customers are contractually obligated to continue purchasing products from the Company in the future. Many of the Debtors' retail customers make annual decisions regarding the retail space they will allocate to Revlon (and its competitors) in their stores in the third quarter each year; if the Company cannot demonstrate an ability to deliver

sufficient quantities of its products to its customers, that critical shelf space is at significant risk of being lost. It is therefore imperative that the Company maintains its position as an actual and perceived leader in the beauty industry.

(vi) Competition

45. The Company competes on a worldwide basis. In certain product categories, the Company is competing against numerous multinational manufacturers, while in others, the Company is competing against specialty stores, perfumeries, and e-commerce sites.

46. The Company competes primarily by developing quality products; maintaining strong brand recognition; educating consumers, retail customers, and salon professionals about the benefits of the Company's products; offering attractive prices on products; and anticipating and responding to the changing demands in the beauty industry.

47. In recent years, as consumer preferences have shifted from shopping in brick-and-mortar stores to online shopping, as accelerated by the COVID-19 pandemic, the Company's retail customers have experienced a decrease in sales. Consequently, there have been many closures of the brick-and-mortar retail stores in which the Company sells its products. While the Debtors are able to supplement their revenue with e-commerce sales, there is fierce competition in the digital market, including through social media channels. Moreover, it is still critical that the Company maintain a strong and visible presence in its brick-and-mortar retail channels. If the Company cannot supply products to its retail customers, it not only misses out on sales revenue, but that shelf space will be taken by the Company's competitors, which can threaten long term equity value.

48. The Debtors also must be cognizant of, and adapt to, changing consumer preferences. The competitive environment in which the Debtors operate involves, among other things, a continual stream of new product offerings, a focus on marketing and advertising by

influencers, and various technological breakthroughs in the beauty industry, including the use of artificial intelligence to collect data on consumer preferences and buying behavior.

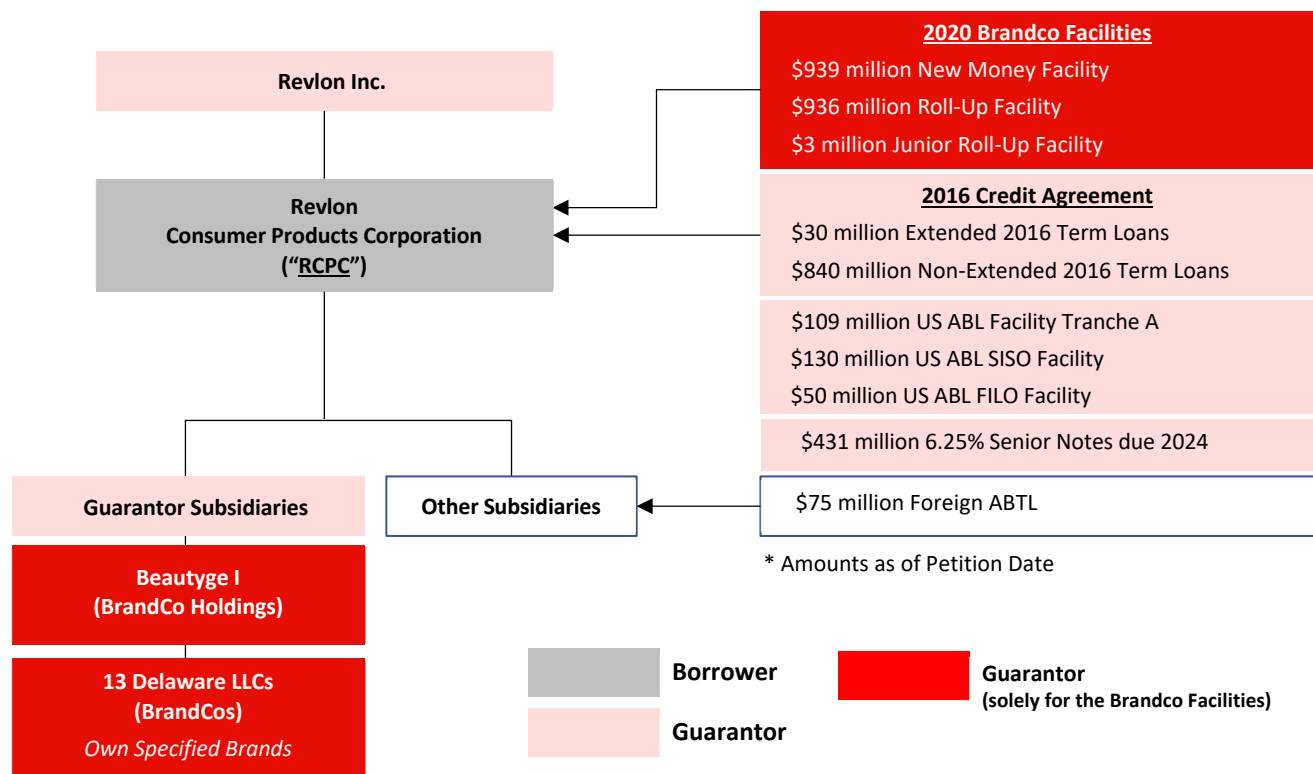
III. The Company's Capital Structure

49. As of the Petition Date, the Debtors' principal non-contingent liabilities consist of outstanding funded debt under four credit facilities and one series of unsecured notes with an aggregate outstanding principal amount of approximately \$3.5 billion (the "Prepetition Debt"), as summarized in the following chart:

Instrument / Facility	Principal Outstanding
US ABL Facility	
Tranche A Revolving Loans	\$109,000,000
ABL FILO Term Loans	\$50,000,000
SISO Term Loan Facility	\$130,000,000
Total US ABL Facility	\$289,000,000
BrandCo Facilities	
First Lien BrandCo Facility	\$938,986,931
Second Lien BrandCo Facility	\$936,052,001
Third Lien BrandCo Facility	\$2,980,287
Total BrandCo Facilities	\$1,878,019,219
2016 Term Loan Facility	\$870,116,570 ³
Unsecured Notes	\$431,300,000
Foreign ABTL Facility	\$75,000,000
Total Indebtedness	\$3,543,435,789

50. A simplified corporate structure with capital structure overlay is presented in the following chart:

³ The amount of principal outstanding under the 2016 Term Loan Facility is the subject of the ongoing Citibank Litigation between Citibank and lenders holding approximately \$500 million in 2016 Term Loans. The Principal Outstanding reflected in the table above reflects the entire amount of the 2016 Term Loan as it existed prior to the mistaken payment by Citibank.



A. US ABL Facility

51. As of the Petition Date, there is approximately \$289 million outstanding under that certain Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as modified from time to time, the “US ABL Credit Agreement” and, the senior secured asset-based credit facilities thereunder, the “US ABL Facility”), by and among RCPC and certain subsidiaries of RCPC, as borrowers (the “US ABL Facility Borrowers”), Revlon, Inc., as holdings (“Holdings”), MidCap, as administrative agent and collateral agent, and the lenders party thereto from time to time (collectively, the “Prepetition ABL Lenders”).

52. The US ABL Facility consists of (i) \$109 million of Tranche A revolving loans (the “Tranche A Revolving Loans”), (ii) \$130 million of senior secured second-in, second-out term loan facility (the “SISO Term Loans”), and (iii) \$50 million of “first-in, last-out” Tranche B term loans (the “ABL FILO Term Loans”).

53. Pursuant to (i) that certain ABL Guarantee and Collateral Agreement, dated as of September 7, 2016 (as amended), among RCPC, as borrower, the subsidiary guarantors party thereto, and MidCap, as collateral agent, (ii) that certain Holdings ABL Guarantee and Pledge Agreement, dated as of September 7, 2016, among Revlon, Inc., and MidCap, as collateral agent, and (iii) certain other security documents, the US ABL Facility is guaranteed by certain of the domestic and foreign Debtors (the “US ABL Guarantors” and, together with the US ABL Facility Borrowers and Holdings, the “US ABL Loan Parties”), listed on **Exhibit D**, and is secured on (a) a first-priority basis by liens on certain assets of the US ABL Loan Parties, including accounts receivable, cash, inventory, deposit accounts and securities accounts (subject to certain limited exclusions), instruments (subject to certain limited exclusions), chattel paper, interests in material owned real property (including fixtures), equipment, and the proceeds and products of the foregoing (collectively, the “ABL Priority Collateral”) and (b) a second-priority basis by liens on substantially all of the US ABL Loan Parties’ assets not constituting ABL Priority Collateral (subject to certain customary exclusions), including equity pledges of 100% of the interests in domestic subsidiaries and 66% of the voting interests in first-tier foreign subsidiaries, intellectual property (excluding the Specified Brands (defined below)), general intangibles, and the proceeds and products of the foregoing (collectively, the “Term Loan Priority Collateral”).

54. The Tranche A Revolving Loans and the SISO Term Loans mature on the earliest of (i) May 7, 2024, (ii) 91 days prior to the earliest stated maturity date of the 2016 Term Loans, if any 2016 Term Loans are outstanding on such date, and (iii) the earliest stated maturity date of the ABL FILO Term Loans, if any ABL FILO Term Loans are outstanding on such date.

55. The ABL FILO Term Loans mature on the earlier of (i) December 15, 2023 and (ii) six months after the maturity date of the Tranche A Revolving Loans.

56. As of the Petition Date, the borrowing base for the US ABL Facilities was approximately \$327 million and the aggregate outstanding balance of the Tranche A Revolving Loans, SISO Term Loans, and ABL FILO Term Loans was \$289 million.

B. 2016 Term Loan Facility

57. As of the Petition Date, and subject to the ongoing Citibank Litigation, there is approximately \$870.1 million outstanding under that certain Term Credit Agreement, dated as of September 7, 2016 (as modified from time to time, the “2016 Term Loan Credit Agreement” and, the senior secured term loan facility thereunder, the “2016 Term Loan Facility” and, the loans thereunder the “2016 Term Loans”), by and among RCPC, as borrower, Holdings, Citibank, as administrative agent and collateral agent, and the lenders party thereto from time to time (collectively, the “2016 Term Loan Lenders”).

58. Pursuant to (i) that certain Term Loan Guarantee and Collateral Agreement, dated as of September 7, 2016 (as amended), among RCPC, as borrower, and Citibank, as collateral agent, (ii) that certain Holdings Term Loan Guarantee and Pledge Agreement, dated as of September 7, 2016, among Revlon, Inc., as grantor, and Citibank, as collateral agent, and (iii) certain other security documents, the 2016 Term Loan Facility is guaranteed by the guarantors under the US ABL Facility, listed on **Exhibit E**, and is secured on (a) a first-priority basis by liens on the Term Loan Priority Collateral and (b) a second-priority basis by liens on the ABL Priority Collateral (collectively, the “2016 Term Loan Liens”).

59. The 2016 Term Loan Facility matures on (i) in the case of \$839,948,303 of term loans (the “Non-Extended Term Loans”), September 7, 2023, and (ii) in the case of \$30,168,267 of term loans, the earliest of (A) June 30, 2025, (B) September 7, 2023 if greater than \$75 million of Non-Extended Term Loans remain outstanding on such date, and (C) May 2, 2024 if greater

than \$100 million of the 2024 Unsecured Notes (as defined below) remain outstanding on such date.

C. BrandCo Facilities

60. As of the Petition Date, there is approximately \$1.88 billion in principal amount outstanding under that certain BrandCo Credit Agreement, dated as of May 7, 2020 (as modified from time to time, the “BrandCo Credit Agreement”, and the closing date of such agreement, the “BrandCo Facilities Closing Date”), among RCPC, as borrower, Holdings, Jefferies, as administrative agent and collateral agent, and the lenders party thereto from time to time (the “BrandCo Lenders”).

61. Pursuant to the BrandCo Credit Agreement, the BrandCo Lenders provided the Company with (i) a senior secured term loan facility in an aggregate principal amount of \$910 million, consisting of \$815 million in new money financing, \$65 million of loans incurred to refinance revolving loans under the 2016 Term Loan Facility, and certain fees and interest that have been capitalized (the “First Lien BrandCo Facility”); (ii) a senior secured term loan facility in an aggregate principal amount of up to \$950 million, which refinanced an equivalent amount of 2016 Term Loans held by the BrandCo Lenders that funded the First Lien BrandCo Facility (the “Second Lien BrandCo Facility”); and (iii) a senior secured term loan facility in an aggregate principal amount outstanding on the BrandCo Facilities Closing Date of \$3 million, which refinanced an equivalent amount of 2016 Term Loans held by certain BrandCo Lenders that consented to certain amendments to the 2016 Term Loan Credit Agreement (the “Third Lien BrandCo Facility” and, together with the First Lien BrandCo Facility and the Second Lien BrandCo Facility, the “BrandCo Facilities”).

62. Pursuant to that certain (i) Term Loan Guarantee and Collateral Agreement, dated as of May 7, 2020, among RCPC, as borrower, the subsidiary guarantors party thereto, and Jefferies, as *pari passu* collateral agent, (ii) that certain Holdings Term Loan Guarantee and Pledge Agreement, dated as of May 7, 2020, between Revlon, Inc. and Jefferies, as *pari passu* collateral agent, and (iii) certain other security documents, the BrandCo Facilities are guaranteed by the guarantors under the 2016 Term Loan Facility and the US ABL Facility and are secured on (a) a first-priority basis (*pari passu* with the 2016 Term Loan Liens) by liens on the Term Loan Priority Collateral, and (b) a second-priority basis (*pari passu* with the 2016 Term Loan Liens) by liens on the ABL Priority Collateral.

63. In addition, pursuant to (i) that certain First Lien BrandCo Guarantee and Security Agreement, that certain Second Lien BrandCo Guarantee and Security Agreement, and that certain Third Lien BrandCo Guarantee and Security Agreement, each dated as of May 7, 2020, among the subsidiary guarantors party thereto and Jefferies, as administrative agent and first lien collateral agent, second lien collateral agent, or third lien collateral agent, as applicable, (ii) that certain First Lien BrandCo Stock Pledge Agreement, that certain Second Lien BrandCo Stock Pledge Agreement, and that certain Third Lien BrandCo Stock Pledge Agreement, each dated as of May 7, 2020, among RCPC, the subsidiary guarantors party thereto, and Jefferies, as first lien collateral agent, second lien collateral agent, or third lien collateral agent, as applicable, and (iii) certain other security documents, the BrandCo Facilities are guaranteed by 14 subsidiaries (the “BrandCo Entities”), as listed on Exhibit F, that are not obligors with respect to the 2016 Term Loan Facility, the US ABL Facility, and that hold certain intellectual property assets related to the Specified Brands (as defined below), and are secured by first priority liens on certain assets that are not collateral for the 2016 Term Loan Facility or US ABL Facility, including (a) substantially all assets

of the BrandCos Entities, including 100% of the equity interests in the BrandCos that hold the intellectual property assets (the “BrandCos”), and (b) 34% of the equity of certain first-tier foreign subsidiaries (collectively, the assets securing the BrandCo Facility, the “BrandCo Collateral”).

64. The BrandCos were established as special purpose entities to hold the following brands: American Crew, Elizabeth Arden, certain portfolio brands including Almay, CND, Mitchum, and three Multicultural Group brands (namely, Creme of Nature, Lottabody, Roux, and Fanci-Full) and certain owned fragrance brands including Charlie, Curve, Giorgio Beverly Hills, Halston, Jean Naté, Paul Sebastian, and White Shoulders (collectively, the “Specified Brands”), and, as part of the transactions carried out in connection with the BrandCo Facilities, the BrandCos licensed the Specified Brands, pursuant to licensing agreements (the “BrandCo Licenses”), to RCPC, which in turn sub-licensed the Specified Brands to certain other Debtors. Pursuant to the BrandCo Licenses, RCPC remits royalty payments to the BrandCos on a monthly basis. Each of the BrandCos is a Debtor in these Chapter 11 Cases.

65. The BrandCo Facilities mature on the earlier of (i) June 30, 2025 and (ii) May 2, 2024 if greater than \$100 million in aggregate principal amount of the 2024 Unsecured Notes (as defined below) remain outstanding on such date.

66. As part of the business deal associated with the BrandCo Facilities, RCPC pays a monthly royalty to the BrandCos of 10% of the net sales of products made with their IP. In 2021, RCPC paid the BrandCos approximately \$94 million in royalties.**Intercreditor Agreements**

67. The relative rights and priorities of the secured parties under the US ABL Facility, the 2016 Term Loan Facility, and the BrandCo Facilities are governed by three intercreditor agreements.

68. Pursuant to that certain ABL Intercreditor Agreement, dated as of September 7, 2016, among MidCap, as ABL Agent, and Citibank, as Initial Term Loan Agent, as supplemented by that certain Intercreditor Joinder Agreement, dated as of May 7, 2020, among Jefferies, as New Term Loan Agent, and Citibank, as ABL Agent and Term Loan Agent (collectively, the “ABL Intercreditor Agreement”), the liens on the ABL Priority Collateral securing the 2016 Term Loan Facility and the BrandCo Facilities are junior to the liens on the ABL Priority Collateral securing the US ABL Facility, and the liens on the Term Loan Priority Collateral securing the US ABL Facility are junior to the liens on the Term Loan Priority Collateral securing the 2016 Term Loan Facility and the BrandCo Facilities.

69. Pursuant to that certain Pari Passu Intercreditor Agreement, dated as of May 7, 2020, among Citibank, as Initial Credit Agreement Collateral Agent, and Jefferies, as Initial Other First Lien Collateral Agent (the “Pari Passu Intercreditor Agreement”), the liens on the ABL Priority Collateral and the Term Loan Priority Collateral securing the BrandCo Facilities are *pari passu* with the liens on the ABL Priority Collateral and the Term Loan Priority Collateral securing the 2016 Term Loan Facility.

70. Pursuant to that certain Intercreditor Agreement, dated as of May 7, 2020, between Jefferies, as First Lien Collateral Agent, Jefferies, as Second Lien Collateral Agent, and Jefferies, as Third Lien Collateral Agent (the “BrandCo Intercreditor Agreement”) as among the BrandCo Facilities, the First Lien BrandCo Facility is secured by the BrandCo Collateral on a first-priority basis, the Second Lien BrandCo Facility is secured by the BrandCo Collateral on a second-priority basis, and the Third Lien BrandCo Facility is secured by the BrandCo Collateral on a third-priority basis.

71. **Exhibit G** summarizes the priorities set forth in the ABL Intercreditor Agreement, the Pari Passu Intercreditor Agreement, and the BrandCo Intercreditor Agreement with respect to the ABL Priority Collateral, the Term Loan Priority Collateral, and the BrandCo Collateral.

E. Foreign Asset-Based Term Facility

72. As of the Petition Date, approximately \$75 million was outstanding under that certain Asset-Based Term Loan Credit Agreement, dated as of March 2, 2021 (as amended, supplemented, or otherwise modified, the “Foreign ABTL Credit Agreement,” and the asset-based term loan facility thereunder, the “Foreign ABTL Facility”), by and among Revlon Finance LLC, as the borrower (the “Foreign ABTL Borrower”), the Foreign ABTL Guarantors (as defined below), the lenders party thereto, and Blue Torch Finance LLC (“Blue Torch”), as administrative agent and collateral agent.

73. The Obligations (as defined in the Foreign ABTL Credit Agreement) under the Foreign ABTL Facility are guaranteed by the following entities, as listed on **Exhibit H**: (i) certain foreign subsidiaries of RCPC organized in Australia, Bermuda, Germany, Italy, Spain, and Switzerland, (ii) the direct parent entities of each of the foregoing entities (not including Revlon, Inc. or RCPC) on a limited recourse basis, and (iii) certain subsidiaries of RCPC organized in Mexico (collectively, the “Foreign ABTL Guarantors” and, together with the Foreign ABTL Borrower, the “Foreign ABL Loan Parties”).

74. The Obligations under the Foreign ABTL Facility are secured on a first-priority basis by (i) liens on the equity of each Foreign ABTL Loan Party (other than the subsidiaries of RCPC organized in Mexico) and (ii) certain assets of the Foreign ABTL Guarantors, including inventory, accounts receivable, material bank accounts, and material intercompany indebtedness.

None of the Foreign ABL Loan Parties is a Debtor or an obligor under any of the US ABL Facility, 2016 Term Loan Facility, BrandCo Facilities, or Unsecured Notes (as defined below).

75. The Foreign ABTL Facility is scheduled to mature on the earlier of (i) March 2, 2024 and (ii) a springing maturity date of August 1, 2023 if, on such date, any principal amount of 2016 Term Loans remains outstanding.

F. 2024 Unsecured Notes

76. As of the Petition Date, there is approximately \$431.3 million of unsecured note obligations consisting of the 6.25% Senior Notes due 2024 (the “2024 Unsecured Notes”) issued and outstanding pursuant to that certain Indenture, dated August 4, 2016, by and among RCPC, as issuer, and the U.S. Bank National Association, as indenture trustee. The 2024 Unsecured Notes are senior, unsecured obligations of RCPC, and are guaranteed on a senior, unsecured basis by the guarantors under the 2016 Term Loan Facility and the US ABL Facility, excluding Revlon, Inc. and the foreign Debtors that are party to the US ABL Credit Agreement and 2016 Term Loan Agreement, as listed on Exhibit I. The 2024 Unsecured Notes mature on August 1, 2024.

G. Common Stock

77. Revlon is an indirect majority-owned subsidiary of MacAndrews & Forbes Incorporated (together with certain of its affiliates other than the Company, “MacAndrews & Forbes”). As of the Petition Date, Revlon has approximately 54,254,019 shares of Class A common stock, of which MacAndrews & Forbes Incorporated and certain of its affiliates own approximately 85.2%. As of the Petition Date, Revlon’s common stock is listed on the NYSE under the symbol “REV.”

H. Cash

78. As of the Petition Date, the Debtors had approximately \$12,860,362 of unrestricted cash on their balance sheet.

IV. Events Leading to the Commencement of These Chapter 11 Cases

79. Prior to the onset of the COVID-19 pandemic, the Debtors, like many other companies in the beauty industry, had experienced a prolonged period of declining customer demand. This general downturn worsened considerably during the COVID-19 pandemic, and although the Company has more recently experienced a rebound in sales and a turnaround in demand, it now faces challenges from supply chain disruptions and liquidity constraints that pose a substantial challenge for its ongoing operations.

A. 2020 Refinancing Efforts

80. In late 2019, the Debtors retained the services of Paul, Weiss, Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) as legal advisor, and in early 2020, retained Jefferies (together with Paul, Weiss, the “Advisors”) as investment banker, to assist the Company’s management team and the Board in analyzing and evaluating various strategic alternatives with respect to the Company’s capital structure issues. With the assistance of the Advisors, the Company explored several potential transactions intended to create a sustainable capital structure.

(i) The BrandCo Facilities

81. In late 2019 into early 2020, the Company faced a significant risk related to the upcoming maturity on its 5.75% Senior Notes due 2021 pursuant to that certain Indenture, dated as of February 13, 2013, among RCPC, as issuer, the guarantors party thereto, and U.S. Bank National Association, as indenture trustee (the “2021 Unsecured Notes”). Each of the 2016 Term Loan Facility, the US ABL Facility, and the Foreign ABTL Facility included a springing maturity

that resulted in these facilities maturing 91 days inside the maturity date of the 2021 Unsecured Notes (i.e., November 16, 2020) if any of the 2021 Notes remained outstanding on such date and the Company could not meet a certain liquidity threshold.

82. These debt maturities created a substantial risk that the Company's audited financial statements for the fiscal year ending December 31, 2019 would include a qualification from the Company's auditor as to the ability of the Company to continue as a going concern. This qualification would have resulted in an event of default under the 2016 Term Loan Facility and the US ABL Facility, and cross-defaults across the Company's capital structure.

83. To address this issue, the Company entered into negotiations with (i) Jefferies to provide sufficient financing to refinance the 2021 Unsecured Notes and (ii) an ad hoc group (the "Initial Ad Hoc Group") of lenders under the 2016 Term Loan Facility regarding a potential refinancing. On February 13, 2020, the Initial Ad Hoc Group made a financing proposal to the Debtors that included many of the features of the BrandCo Facilities, including a new money facility secured by an exclusive first lien on the BrandCo Collateral, as well as pari passu liens on the remainder of the collateral securing the 2016 Term Loans, and a refinancing of the 2016 Term Loans held by the members of the Initial Ad Hoc Group.

84. On March 9, 2020, as the deadline for filing the Company's annual financial statements approached and prior to consummating a transaction with the Initial Ad Hoc Group, the Debtors entered into a commitment letter with Jefferies to provide sufficient financing to refinance the 2021 Unsecured Notes. With the risk of a going concern qualification in its 2020 financial statements addressed, the Company resumed negotiations with the Initial Ad Hoc Group. However, in mid-March of 2020, the emerging COVID-19 pandemic began to affect the Debtors' operations and the broader economy, and several members of the Initial Ad Hoc Group

(the “Objecting Lenders”) left the group and entered into a lock-up agreement to block any transaction by the remaining members of the Initial Ad Hoc Group (the “Supporting Lenders”) to provide the Debtors with incremental liquidity.

85. On April 14, 2020, the Company entered into a financing commitment letter with the Supporting Lenders to provide for incremental financing. All 2016 Term Loan Lenders were offered the opportunity to participate in the financing on an at least a pro rata basis based on their holdings of 2016 Term Loans. However, the Objecting Lenders refused to participate in the financing and continued efforts to block any transaction.

86. By April 23, 2020, the effects of the pandemic had placed great stress on the Debtors’ businesses, and availability under the US ABL had almost completely evaporated. With the prospects for a new money financing transaction uncertain, the Company entered into a new \$65 million incremental revolving facility under the 2016 Term Loan Facility from the Supporting Lenders to give the Company immediate access to incremental liquidity.

87. On May 1, 2020, the Supporting Lenders—who then held the majority of loans outstanding under the 2016 Term Loan Facility—and the Company agreed to the terms of the BrandCo Facilities, and on May 7, 2020, the BrandCo Facilities closed. To establish the BrandCo Facilities, the Debtors exercised their rights under the 2016 Term Loan Credit Agreement, with the approval of the then-Required Lenders (as defined in the 2016 Term Loan Credit Agreement), to transfer the Specified Brands from the Debtors obligated on the 2016 Term Loan Facility to the BrandCos. The BrandCos Entities then pledged their assets, including the Specified Brands, as collateral solely securing the BrandCo Facilities. All existing lenders under the 2016 Term Loan Credit Agreement were invited to participate in the BrandCo Facilities on at least a pro rata basis. In connection with the closing, the 2016 Term Loan Credit Agreement and the US ABL Credit

Agreement were amended to, among other things, permit the Company's entry into the BrandCo Facilities and to extend the maturity date of the 2016 Term Loans for certain consenting lenders to June 30, 2025.

B. Impact of the COVID-19 Pandemic

88. In March 2020, governmental authorities in the United States and around the world imposed stay-at-home orders and non-essential businesses were ordered closed in an effort to abate the spread of the COVID-19 virus. The Company immediately experienced a general decline in sales due to the imposition of mask mandates, quarantines, travel and transportation restrictions, import and export restrictions, and the closures of retail locations and office spaces, all of which would contribute to a general slowdown in the global economy. There was a significant decline in air travel and consumer traffic in key shopping and tourist areas around the globe, which adversely affected the Company's travel retail business. In North America, the Company's prestige channel was the hardest hit as department stores closed.

89. Moreover, consumer purchases of certain of the Company's key cosmetic products decreased significantly. Individuals who would have typically visited professional hair and nail salons, one-stop shopping beauty retailers, department stores, or similar cosmetic stores where the Debtors' products are sold could not do so due to mandated closures and shelter-in-place orders. The measures imposed by governmental authorities caused significant disruptions to the Company's business operations in the regions most impacted by COVID-19, including Asia, North America, and Europe.

90. Because of these factors, the Company experienced declines in net sales and profits. In the first quarter of 2020, the negative impact of COVID-19 was seen across the board: as-reported net sales included approximately \$54 million of estimated negative impacts associated

with COVID-19; operating losses were an additional \$186 million compared to \$23 million in 2019; and Adjusted EBITDA fell to \$28 million, compared to \$39 million during the prior year period. Net sales also decreased in each business segment, primarily due to the impact of the pandemic, which led to an increase in cash usage.

C. Citibank Litigation

91. As described above, Citibank serves as the Administrative Agent for the 2016 Term Loans. In that role, Citibank distributes payments from the Company made under the 2016 Term Loan Credit Agreement to the 2016 Term Loan Lenders. An interest payment of \$7.8 million was to be paid on August 11, 2020 (the “August 2020 Interest Obligation”), and Revlon appropriately transferred the funds necessary to pay the August 2020 Interest Obligation to Citibank so that Citibank could remit the funds to the 2016 Term Loan Lenders.

92. On August 11, 2020, Citibank mistakenly paid not only the August 2020 Interest Obligation with Revlon’s funds, but also, using its own funds, paid the full outstanding principal remaining on the 2016 Term Loans in an amount of nearly \$894 million (such excess payment, the “Mistaken Principal Payment”).

93. When it realized its error, Citibank promptly sent recall notices to the 2016 Term Loan Lenders, informing them that the Mistaken Principal Payment was made in error and that all funds paid to them on August 11, 2020 above their share of the August 2020 Interest Obligation were not owed under the 2016 Term Loan Credit Agreement. Citibank requested that the 2016 Term Loan Lenders remit their portion of the Mistaken Principal Payment promptly.

94. Many Term Loan Lenders returned their share of the Mistaken Principal Payment to Citibank (the “Returned Payment Lenders”). However, several 2016 Term Loan Lenders that

collectively held approximately \$500 million in principal (such 2016 Term Loan Lenders, the “Mistaken Payment Lenders”) declined to return the funds.

95. On August 17, 2020, less than one week after the Mistaken Principal Payment, Citibank filed the first of three suits against the Mistaken Payment Lenders in the U.S. District Court for the Southern District of New York, seeking the return of their share of the Mistaken Principal Payment.⁴ Citibank argued that the Mistaken Payment Lenders had no right to the Mistaken Principal Payment, while the defendants claimed they were owed the money and had no notice that the payments were a mistake at the time they were made, which entitled them to keep the money under New York state law. Notably—and inconsistently with the allegation that the Mistaken Payment Lenders believed they had been paid in full on August 11, 2021—UMB Bank, purporting to act in its alleged capacity as successor administrative agent to Citibank under the 2016 Term Loan Credit Agreement on behalf of the same Lenders, filed a separate Complaint on August 12, 2020 in the Southern District of New York against Revlon, Citibank, Jeffries, the BrandCo Lenders and others alleging that transactions giving rise to the BrandCo Facility had breached the 2016 Term Loan Credit Agreement and fraudulently transferred assets to the BrandCos. The Company and other defendants disputed those claims, but they were never adjudicated because UMB withdrew that complaint without ever serving any of the defendants on November 6, 2020, and the Returned Payment Lenders did not pursue those claims.

96. A bench trial was held in the Citibank Litigation in December 2020 before the Honorable Jesse M. Furman in the Southern District of New York. On February 16, 2021, Judge Furman issued a decision in favor of the Mistaken Payment Lenders, which Citibank promptly

⁴ Citibank ultimately filed three lawsuits against different Mistaken Payment Lenders. These suits were consolidated in *In re Citibank August 11, 2020 Wire Transfers*, Case No. 1:20-cv-06539-JMF (S.D.N.Y.).

appealed. The appeal was fully briefed on July 22, 2021, and argued before the Second Circuit on September 29, 2021.

97. As of the Petition Date, the Second Circuit has not yet issued a decision, which has created substantial uncertainty regarding important aspects of the Debtors' capital structure, including as to basic matters such as who controls a majority of the outstanding 2016 Term Loans. The uncertainty engendered by these events has caused the Company significant and unprecedented difficulty in managing its capital structure out of court. As noted above, due to the unresolved dispute over the Mistaken Principal Payment, the status of approximately \$500 million of the 2016 Term Loans (and claims relating to such loans) remains unclear.

D. Prepetition Financing Efforts

98. As the COVID-19 pandemic rapidly escalated, the Company pivoted its focus to preserving its existing liquidity position. Beginning in the summer of 2020, and continuing through shortly before the commencement of these Chapter 11 Cases, the Debtors implemented a variety of strategic liquidity preservation initiatives and attempts to address their capital structure.

(i) The Exchange Transactions

99. In the summer of 2020, the Debtors considered possible out-of-court exchange transactions and open market purchase transactions relating to the 2021 Unsecured Notes in an effort to address the November 2020 springing maturities of the Company senior secured indebtedness that would occur if the 2021 Unsecured Notes had not been not retired by then. The Debtors launched an exchange offer in late July 2020 that was not successful and was allowed to expire on September 14, 2020. During this time, the Debtors and their advisors engaged with an ad hoc group of BrandCo Lenders regarding the terms of an exchange offer for the 2021 Unsecured Notes. Through this engagement, the Debtors and certain of the BrandCo Lenders (the "TSA

Parties”) entered into that certain Transaction Support Agreement, dated September 28, 2020 (the “TSA”), pursuant to which the TSA Parties agreed to support an exchange of the 2021 Unsecured Notes for (a) cash, (b) up to \$75 million of newly issued Second Lien BrandCo Loans (the “New 2L BrandCo Loans”), and (c) up to \$50 million of “first in, last out” loans under the US ABL Facility (the “New FILO Loans”), among other things. Additionally, the TSA contained a closing condition that the Debtors maintain not less than \$175 million of liquidity, after reducing available liquidity by the aggregate principal amount of 2021 Unsecured Notes that would remain outstanding after the contemplated exchange (the “Minimum Liquidity Threshold”).

100. On September 29, 2020, the Company commenced a second exchange offer (the “Restructuring Exchange Offer”). Under the Restructuring Exchange Offer, holders of any outstanding 2021 Unsecured Notes were offered the chance to tender them in exchange for (i) cash or (ii) in certain cases, a combination of cash and a fixed amount of the New FILO Loans and New 2L BrandCo Loans. Initially, the Restructuring Exchange Offer was conditioned on (i) 95% participation of the aggregate outstanding principal amount of 2021 Unsecured Notes and (ii) the receipt of all necessary consents from the exchanging holders of the 2021 Unsecured Notes to eliminate substantially all of the restrictive covenants and certain events of default with respect to the existing 2021 Unsecured Notes.

101. On October 23, 2020, after extensive engagement with certain significant holders of the 2021 Unsecured Notes, the Company amended the Restructuring Exchange Offer to further incentivize noteholders to participate in that offer. Rather than receiving a fixed amount of the New FILO Loans and New 2L BrandCo Loans, tendering noteholders would receive their pro rata share of the New FILO Loans and New 2L BrandCo Loans, and the Debtors removed the 95% threshold. Upon the expiration of the Restructuring Exchange Offer on November 10, 2020,

approximately 68.8% of the aggregate outstanding principal amount of the 2021 Unsecured Notes were validly tendered and not withdrawn (the “Tendered Notes”).

102. In connection with the Restructuring Exchange Offer, Debtor RCPC accepted \$236 million in aggregate principal amount of 2021 Unsecured Notes tendered. RCPC then (i) cancelled the tendered 2021 Unsecured Notes accepted for exchange, (ii) irrevocably instructed the trustee under the 2021 Unsecured Notes indenture to give a notice of optional redemption to redeem on December 14, 2020 (the “Redemption Date”) the remaining \$106.8 million of Notes at a price of 100% of their principal amount, plus interest accrued to, but not including, the Redemption Date and (ii)i irrevocably deposited a total of approximately \$108.8 million of cash with the trustee under the Indenture to effect such redemption. As a result, the 2021 Unsecured Notes Indenture and the 2021 Unsecured Notes were discharged in full effective on November 13, 2020.

(ii) Helen of Troy License Agreement

103. Having avoided the springing maturities with a successful out-of-court exchange, the Company next focused on additional liquidity preservation initiatives. On December 22, 2020, certain of the Company’s subsidiaries and Helen of Troy Limited (“Helen of Troy”) entered into a Trademark License Agreement (the “HOT License Agreement”) to combine and revise the existing licenses that were in place between the parties. The HOT License Agreement granted Helen of Troy the exclusive right to use the “Revlon” brand in connection with the manufacture, marketing, sale, and distribution of certain hair and grooming products until December 31, 2060 (with three additional 20-year renewal periods) in exchange for a one-time, upfront cash fee of \$72.5 million.

(iii) March 2021 Refinancing Efforts

104. During March 2021, the Company extended one, and refinanced another, of its maturing debt facilities. First, on March 2, 2021, the Company refinanced its Foreign ABTL Facility in an agreement with Blue Torch as the collateral agent and administrative agent. The refinancing upsized the Foreign ABTL Facility from \$50 million to \$75 million and extended the maturity from July 2021 to March 2, 2024. The proceeds of the transaction were used for the refinancing and to fund the Company's ongoing liquidity needs.

105. Second, on March 8, 2021, Debtor RCPC entered into Amendment No. 7 to the US ABL Facility ("Amendment No. 7"). Amendment No. 7, among other things, made certain amendments pursuant to which (i) the maturity date applicable to the "Tranche A" revolving loans under the US ABL Facility was extended from September 7, 2021 to June 8, 2023, (ii) the commitments under the Tranche A Loans were reduced from \$400 million to \$300 million, and (iii) a new \$100 million senior secured second-in, second-out term loan facility maturing June 8, 2023 (the "SISO Term Loan Facility") was established.

(iv) Further Amendment of US ABL Facility

106. On May 7, 2021, RCPC entered into Amendment No. 8 to the US ABL Facility ("Amendment No. 8"). Under Amendment No. 8, among other things: (i) the maturity date applicable to the Tranche A Loans and SISO Term Loan Facility was extended from June 8, 2023 to May 7, 2024, subject to a springing maturity to the earlier of: (x) 91 days prior to the maturity of the 2016 Term Loans on September 7, 2023, to the extent such term loans are then outstanding, and (y) the earliest stated maturity of the ABL FILO Term Loans, to the extent such term loans are then outstanding; (ii) the commitments under the Tranche A Loans were reduced from \$300 million to \$270 million; and (iii) the commitments under the SISO Term Loans were upsized from

\$100 million to \$130 million. At the same time, the Company also entered into a successor agent appointment and agency transfer agreement pursuant to which MidCap succeeded Citibank as the collateral agent and administrative agent for the US ABL Facility.

(v) Increase of Borrowing Base under the US ABL Facility and Foreign ABTL Facility

107. On March 30, 2022, the Foreign ABTL Borrower entered into a first amendment to the Foreign ABTL Credit Agreement with Blue Torch to temporarily increase the borrowing base for one year. The initial increase of the borrowing base was approximately \$7 million.

108. On March 31, 2022, RCPC entered into Amendment No. 9 ("Amendment No. 9") to the US ABL Facility. Amendment No. 9, among other things, temporarily increased the borrowing base by up to \$25 million until the earlier of (i) September 29, 2022 and (ii) the occurrence of an event of default or payment default. During this period, Amendment No. 9 also established a reserve against availability under the US ABL Facility in the amount of \$10 million until June 29, 2022 and \$15 million thereafter (resulting in a net liquidity increase of \$15 million until June 29, 2022 and \$10 million thereafter until the end of the amendment period).

E. Cost-Cutting Measures

109. The Company has engaged in cost-cutting measures since 2018, when it first implemented an optimization program designed to further streamline the organization and reduce costs. Beginning in March, the Company had to adjust their efforts in the face of the COVID-19 related liquidity strain on the Company, and began to focus on, among other things: (i) reducing brand support (commercial spend on licensed products), as a result of the abrupt decline in retail store traffic; (ii) monitoring the Company's sales and order flow and periodically scaling down operations and cancelling promotional programs; (iii) closely managing cash flow and liquidity

and prioritizing cash to minimize COVID-19's impact on the Company's production capabilities; and (iv) pursuing various organizational measures designed to reduce costs with respect to employee compensation.

110. When the first wave of COVID-19 impacts dissipated, the Company refocused on its existing restructuring program (the "Revlon Global Growth Accelerator" or "RGGA"). Initially launched as a predecessor program in March 2020, and expanded in May 2021, the RGGA's objectives included right-sizing the Company's organization with the objectives of driving improved profitability, cash flow, and liquidity. The program was originally intended to continue through 2023, but was extended by an additional year in March 2022 to run through 2024. There are three major initiatives under RGGA: (i) focusing on strategic growth, which includes boosting organic sales growth behind the Company's strategic pillars of brands, markets, and channels; (ii) driving operating efficiencies and cost savings to fuel investments in revenue growth; and (iii) enhancing capabilities of employees to promote transformational change. The RGGA achieved its cash target in 2021, and was projected to deliver further reductions in cost.

111. During the first quarter of 2022, the Company also implemented a mitigation plan that included reductions in commercial investments, proactive management of pricing to address inflation, reduction of discretionary departments, and targeted reductions in capital spend. This program, too, was intended to help provide the Company with sufficient liquidity to bridge it through these supply chain disruptions.

F. Market Conditions and Industry Headwinds

112. Despite all of the Company's efforts to manage its financial position and liquidity, in recent months, the Company's operations have been negatively impacted in key ways.

113. First and foremost, global supply chain disruptions have significantly challenged the Company's ability to manufacture products and bring them to market. The Company's supply chain is complex, not least because the Debtors produce and sell over 8,000 stock keeping units ("SKUs"). Furthermore, many of the Company's cosmetics products require between 35 to 40 different ingredients and components to manufacture, and a failure to secure any one of those components will prevent manufacturing and distribution for the entire product. For example, one tube of Revlon lipstick requires 35 to 40 raw materials and component parts, each of which is critical to bringing the product to market. With shortages of necessary ingredients across the Company's portfolio, competition for any available materials is steep. Even the Company's better-financed competitors are struggling to secure products. However, because many of the Company's competitors have more cash on hand, they have been able to build more inventory in advance, invest in stocking up on components and raw materials, and pay up front or a premium where needed to secure additional supplies. By contrast, the Debtors' liquidity challenges have caused them to fall further behind. Even in instances where the Company has a valid purchase order with a vendor, many vendors have decommitted and declined to fill the order when presented with a higher offer by a third party. This has forced the Company to buy materials on the spot-market, where costs are significantly higher. These supply chain issues have also increased lead-times for the Company to bring its products to market.

114. Second, shipping, freight, and logistics issues are also delaying the Debtors' ability to bring products to market, and imposing additional costs. Many of the Company's raw materials are sourced from China, as the Company has over 40 suppliers in the country providing approximately 1,200 items (components, raw materials, finished goods, and works in progress). Since the onset of the COVID-19 pandemic, China has followed a "zero-COVID" policy, which

imposes lockdowns in areas where even a handful of COVID cases are detected. These lockdowns—including the most recent lockdowns in April and May in Shanghai—often shut down manufacturing capabilities and restrict transportation in and from the affected areas, which creates additional strain on the Debtors' supply chain, especially because their timing and length cannot be predicted in advance. The transportation freeze has led to both truck shortages and, at times, the closure of entire ports. Not only can lockdowns sometimes prevent the Debtors obtaining timely goods at all, but when they are able to obtain substitute goods, they are often forced to pay higher prices. All of this has also increased costs for shipping, given the decrease in supply as a result of the lockdowns. For example, in 2019, the Company paid approximately \$2,000 per container to get freight out of China and products would typically ship from China to the United States in four to six weeks. Today, the Company is paying approximately \$8,000 per container and shipments to the United States are taking twice as long.

115. Third, labor shortages and rising labor costs globally are affecting the Company, both in its manufacturing and transportation of goods. Suppliers are working with smaller labor forces; the trucking industry is also suffering a decline in available drivers—both of these result in increased costs, delays, and difficulties obtaining products. The Company is also dealing with these issues internally, as it seeks to maintain a sufficient workforce in the face of low unemployment rates and significantly rising wages.

116. Fourth, inflation is rising at such a pace that the Company has had difficulties passing its increased costs onto customers. Because of both market standards and contractual provisions with retailers, within the U.S. market, the Company can increase prices only about one to two times in a given calendar year. Within the international market, however, the Company can typically only increase prices *once* at the beginning of the year—if prices are not raised at the

outset, it is nearly impossible for the Company to do so later. Therefore, the Company has only been able to increase prices by approximately 3 to 4% in the U.S. market and an average of approximately 1% in the international markets.

117. Fifth, cash constraints have created tensions with vendors. Many of the Debtors' vendors have ceased providing ordinary trade credit and have begun requiring cash in advance and/or prepayment on future orders before shipping any goods. Vendors have also begun imposing credit holds when the Company is overdue for any amount, including as little as \$500. A credit hold is detrimental for the Company's business because it puts the Company at the back of the line to receive the goods that a vendor supplies. In previous years, these vendors typically would have worked with the Company on prepayment plans or ways to avoid credit holds, but competition for components and raw materials is so fierce that suppliers are easily finding alternative purchasers. Both increased prepayments and increased credit holds put immense pressure on the Company's cash and liquidity position.

118. The cumulative result of these challenges is that the Company is currently unable to deliver sufficient quantities of goods to its key retail counterparties, and the current state of affairs is not sustainable; the Company is unable to procure supplies it needs, it cannot deliver in-demand products to customers, and it is facing increasing penalties from its customers due to its inability to meet "on-time, in full" ("OTIF") deliveries of its products, penalties which exceeded \$1.2 million in the month of May alone.

119. This inability to meet demand not only further depletes liquidity, but also threatens the stability of customer relationships at a critical time shortly before the annual procurement planning cycle in September 2022 for the Company's key customers, and the holiday season that takes place in Q4. Each year in September, the Company's retail customers review and reset their

shelf space allocations for the following year, and do so in part based on the Company's prior performance and new product offerings in upcoming year. If the Company loses its share of retail space in September 2022 from its customers, that space will be allocated to its competitors, and may not be regained until the next cycle in September 2023, if ever. A long term absence or diminished brand presence would do significant harm to the Company, to the detriment of all of its stakeholders.

120. The Company therefore needs more liquidity than ever to bring its products to the market, and at the same time, the supply chain delays have only exacerbated the liquidity challenges by reducing the Company's saleable products and inventory, which, in addition to the effects described above, in turn reduces the Company's ability to borrow under its US ABL Facility. The borrowing base under that facility is calculated based on specified "advance rates" against the liquidation value of, among other things, certain eligible inventory (including, among other things, raw materials, work-in-process inventory, and finished goods) and accounts receivable. Advance rates with respect to certain borrowing base assets are lower in the earlier stages of the production cycle—raw materials have a lower advance rate than work-in-process inventory, which have a lower advance rate than finished goods, which have a lower advance rate than the receivables generated when such finished goods are sold. Therefore, the earlier in the production cycle the Company experiences delays, the lower the advance rates the Company is able to obtain on its borrowing base assets. For example, when the Company experiences a delay in obtaining even a single component necessary for producing a given product, it is unable to convert the raw materials purchased to produce that product into finished goods, and ultimately to fulfill orders that would otherwise convert the finished goods into receivables. The substantial

negative impact of such delays in the production cycle on the Company's liquidity can be seen in the Company's borrowing base calculations over the past few months.

G. Governance

121. As the Debtors began focusing on potential restructuring alternatives, the Board determined that it was appropriate and in the Debtors' best interests to make a series of governance changes throughout the Company, each of which were approved and implemented on June 15, 2022.

122. *First*, the Board of Revlon, Inc. expanded its size and appointed one independent and disinterested Board member with significant restructuring experience, Mr. D.J. ("Jan") Baker. Mr. Baker has significant restructuring experience, having spent his legal career practicing in all phases of both out-of-court recapitalizations and restructurings as well as in-court-reorganization proceedings.

123. *Second*, the Board of Revlon, Inc. formed the Restructuring Committee comprised of Alan S. Bernikow, as Chair, E. Scott Beattie, Barry F. Schwartz, Victor Nichols, and Jan Baker. The Restructuring Committee was established to assist the Company in its efforts to plan for and assess potential strategic alternatives in connection with a potential restructuring and reorganization of the Company and certain of its affiliates, including the prosecution of potential chapter 11 cases by the Company and its subsidiaries (the "Restructuring Matters"). Pursuant to the resolutions establishing the Restructuring Committee, the Restructuring Committee was delegated the full and exclusive power and authority of the Board to carry out all key activities related to the Restructuring Matters, except for the power or authority to approve any "Significant Transactions," which is defined in such resolutions as "any proposed (a) plan of reorganization of the Company and its subsidiaries, (b) sale of all or substantially all of the Company's assets or

businesses or (c) any other significant transaction or decision that the Restructuring Committee determines should be considered by the full Board.” The resolutions establishing the Restructuring Committee also delegated to the Restructuring Committee the full and exclusive power and authority of the Board to consider, negotiate, approve, authorize and act upon “Alleged Conflicts Matters,” which is defined in such resolutions as “any matter . . ., as determined by the Restructuring Committee, that certain creditors of the Company or any of its subsidiaries could potentially allege presents conflicts of interest between the Company and related entities.” However, in delegating the Board’s power and authority in respect of Alleged Conflicts Matters to the Restructuring Committee, the Board also specifically provided that Mr. Schwartz “shall not participate in, and shall recuse himself and abstain from, any consideration by the Restructuring Committee of any Alleged Conflicts Matters and any exercise by the Restructuring Committee of any [of its delegated power or authority in respect of Alleged Conflicts Matters].” Additionally, the resolutions establishing the Restructuring Committee also delegate to the Restructuring Committee all powers previously delegated to the Compensation Committee, including those set forth in the Compensation Committee Charter that is posted to the Company’s investor relations website as of the date of this Declaration. By the same resolutions, the Board of Revlon, Inc. resolved to disband and dissolve the standing Compensation Committee of the Board.

124. *Third*, the Board of Revlon, Inc. formed the Investigation Committee comprised of Jan Baker as the sole member. Pursuant to the resolutions establishing the Investigation Committee, the Board delegated to the Investigation Committee with all of the power and authority of the Board to (i) perform and any all internal audits, reviews and investigations of the Company and its subsidiaries, (ii) perform any and all work necessary to complete a special review being conducted by outside counsel (and originally commenced under the supervision of the Audit

Committee of the Board) of the Company's governance, financial transactions and business operations to assess the potential viability of legal claims that may be brought by various parties against the Board or the Company's controlling shareholder, (c) evaluate the appropriateness and necessity of any releases in a potential chapter 11 filing and plan of reorganization by the Company, and (d) take any and all other actions incident or ancillary to the foregoing or otherwise as the Investigation Committee determined to be advisable, appropriate, convenient or necessary to the performance of its duties and the discharge of its responsibilities.

125. *Fourth*, effective immediately upon the resignations of Ronald O. Perelman, Debra Perelman, and Ceci Kurzman, the RCPC Board appointed Jan Baker, E. Scott Beattie, and Victor Nichols as directors. By the same resolutions, the RCPC Board appointed Alan Bernikow as Chairman.

126. *Lastly*, Debtor Beautyge I, as sole Member of each of the BrandCos, appointed Steven G. Panagos as Restructuring Officer at each of the BrandCos. Mr. Panagos has significant restructuring experience, having spent his career leading companies through complex financial and operational restructurings and reorganizations. Pursuant to the resolutions appointing the Restructuring Officer, Beautyge I delegated to the Restructuring Officer the full power and authority of the Member to (i) consider, negotiate, approve, authorize and act upon any Alleged BrandCo Conflicts Matters, and (ii) carry out all key activities related to the Chapter 11 Cases of the BrandCos. The resolutions appointing Mr. Panagos as the Restructuring Officer specify that he does not have the power or authority to approve any "Significant Transactions," which include the adoption or implementation of any proposed (a) plan of reorganization of any BrandCo, (b) sale of all or substantially all of any BrandCo's assets or businesses, or (c) any other significant

transaction or decision that he determines should be considered by the Member, except for any Significant Transaction that constitutes an Alleged BrandCos Conflicts Matter.

H. Obtaining Necessary Liquidity to Fund the Chapter 11 Cases

127. In the face of the issues laid out above, and given the need to preserve liquidity, the Company's management and the Advisors assessed the need for contingency planning and engaged in efforts to prepare the Debtors to commence chapter 11 cases. A key aspect of these efforts was to engage with the Company's stakeholders, including the ABL Lenders and BrandCo Lenders regarding the Debtors' liquidity position, and the need for post-petition financing to enable the Debtors to fund any potential chapter 11 process.

128. These hard fought and arm's-length negotiations resulted in the BrandCo Lenders and ABL Lenders willingness to provide financing to support the Debtors' chapter 11 process in the form of a senior secured post-petition asset-based revolving credit facility in the aggregate principal amount of \$400 million (the "DIP ABL Facility") and a senior secured priming post-petition term loan credit facility in the aggregate principal amount of \$575 million, with an incremental uncommitted facility in the amount of \$450 million (the "DIP Term Loan Facility," and together with the DIP ABL Facilities, the "DIP Facilities"). The incremental uncommitted facility of \$450 million can only be used to refinance or replace the DIP ABL Facility or the US ABL Facility. After careful consideration, and with the support of the ABL Lenders and the BrandCo Lenders, the Debtors determined to commence these Chapter 11 Cases to preserve the enterprise's value and pursue a value maximizing restructuring for the benefit of all parties in interest. Of the total amount of financing, \$375 million would be immediately available on an interim basis, \$300 million for critical vendors, working capital necessary to manage the Debtors' supply chain and manufacturing and distribution costs, paying employees as well as professional

fees and financing costs, paydown of the ABL Facility due to the reduction in the borrowing base and to account for additional reserves, amounts needed to provide funding for operations of foreign Non-Debtor Affiliates, and to continue to operate the business in the ordinary course, and \$75 million to refinance the Foreign ABTL. By commencing these Chapter 11 Cases and obtaining postpetition financing, the Debtors will be able to stabilize operations while proactively engaging with key creditor constituencies to develop and implement their restructuring.

129. The Company's need for significant and immediate liquidity is urgent. Without immediate additional financing in the form of the interim DIP financing requested, the Debtors project that they will be unable to pay essential costs required to continue operating as a going concern, resulting in immediate and irreparable harm to the Debtors' businesses, damaging all of the Debtors' stakeholders. Additionally, the Debtors require immediate cash because they are in critical need of raw materials necessary to continue their manufacturing operations. In recent months, the Company has drained funds from its foreign subsidiaries in an effort to address the US-based businesses' liquidity constraints. These foreign subsidiaries are normally profit centers, producing goods and generating cash that is ultimately repatriated and funneled back to the Company's main treasury account. Without the ability to recapitalize these foreign subsidiaries, they will be unable to return the typical value they will bring to the Company as a whole.

130. As detailed above, disruptions to the Company's supply chain, coupled with the Company's tightening liquidity, have caused numerous suppliers to refuse to fill new orders, withdraw trade credit from the Company, or de-prioritize the Company's orders in favor of competitors that are willing to pre-pay or pay more promptly. Consequently, the Company cannot manufacture sufficient amounts of product to fill its customers' orders, causing it to lose revenue.

The demand for Revlon's products is strong and growing, but its business is only sustainable if the Company can source the goods it needs to manufacture its products.

131. The Company's business is also seasonal, and many of the critical deadlines in the Company's supply cycle occur at the end of the year. The Company's retail customers typically determine their annual procurement plans in third quarter of each year. In addition, the greatest volume of the Company's sales takes place during the holiday season. The Company is therefore under a tremendous amount of pressure to generate sufficient inventory for the holidays, and, before the third quarter, demonstrate to its retail customers that the Company can meet its delivery obligations so that it does not lose critical retail shelf space to its competitors. In order to meet the critical demand that arises at the end of the calendar year, the Company is required to begin production on the vast quantity of its products months in advance.

132. To accomplish this, the Company must have both the support of its critical vendors that supply each of the numerous components that go into the Debtors' many products, as well as the liquidity to pay such vendors. The Company has already been crippled by challenges caused by its tightening liquidity position. For example, two of the Company's domestic manufacturing facilities, in Oxford, North Carolina and Jacksonville, Florida, as well as its manufacturing facility at in Mexico, are currently temporarily closed or are within weeks of shutting down due to lack of supplies. If the Company cannot gain the trust of its customers in time for the 2023 procurement cycle, it will have very little ability to regain lost market share until 2024, as retailers will be committed to the Company's competitors until the next procurement cycle. Further, the Company's ability to regain lost market share will be placed at significant risk if they cannot maintain brand presence in stores during these Chapter 11 Cases and lose their shelf space to competitors.

133. Due to the global nature of the Debtors' supply chain, it can take up to three months for new purchase orders to be filled before they can even be shipped, and as such, there will be a significant and unavoidable lag between when the orders are placed and the purchased goods are delivered. Overall global supply chain issues have also led the Company's vendors to tighten trade terms by requiring prepayments for product, further straining the Company's liquidity. In order to be competitive in the 2023 procurement cycle and 2022 holiday season for the reason described above, the Company must resume prompt and complete delivery of orders for key supplies at once, which means the Company's orders with vendors must be placed without delay.

134. The size of the DIP Facility and the amount requested on an interim basis has been determined based on the rigorous analysis of myself and others at A&M, together with the Company's management team and other advisors. The interim funding provided by the DIP Facility will allow the Debtor to honor approximately \$180 million in the interim to critical vendors that provide the supplies necessary for the Debtors to immediately begin production, including \$52 million of which will fund the procurement of supplies for international non-Debtor affiliates who are already experiencing trade contraction that is expected to worsen with the announcement of the filing.

135. Should the DIP Facility be approved, including the interim request, the Company projects that it will generate \$146 million EBITDA in third and fourth quarters of 2022, and \$315 million in EBITDA during 2023, which will bring significant value for the benefit of the Company's stakeholders. Without immediate financing, virtually all of that value will be lost, as the Company cannot be sustained as a going concern. In connection with developing the final and interim requests for DIP financing, the Debtors will be subject to a budget that is adequate to pay all administrative expenses due or accruing during the applicable period of time.

136. Assuming court approval of the financing arrangements discussed above, the Debtors commence these Chapter 11 Cases with available financing to implement their restructuring strategy and support the costs of these chapter 11 cases, and are well-positioned to begin negotiation with its constituencies to successfully emerge from chapter 11. Despite the current uncertain market conditions, the Debtors remain confident of their place in the industry, their ability to endure the current challenges, and to remain at the forefront of the global beauty industry.

V. Information Required by Local Bankruptcy Rule 1007-2

137. Local Bankruptcy Rule 1007-2 requires certain information related to the Debtors, which I have provided in the exhibits attached hereto as **Schedule 1** through **Schedule 12**. Specifically, these exhibits contain the following information with respect to the Debtors (on a consolidated basis, unless otherwise noted):⁵

- (i) **Schedule 1**. Pursuant to Local Bankruptcy Rule 1007-2(a)(3), Schedule 1 provides the names and addresses of the members of, and attorneys for, any committee organized prior to the order for relief in these chapter 11 cases, and a brief description of the circumstances surrounding the formation of the committee and the date of the formation.
- (ii) **Schedule 2**. Pursuant to Local Bankruptcy Rule 1007-2(a)(4), Schedule 2 provides the following information with respect to each of the holders of the Debtors' twenty (20) largest unsecured claims, excluding claims of insiders: the creditors name; the address (including the number, street, apartment, or suite number, and zip code, if not included in the post office address); the telephone number; the name(s) of the person(s) familiar with the Debtors' account; the nature and approximate amount of the claim; and an indication of whether the claim is contingent, unliquidated, disputed, or partially secured.

⁵ The information contained in **Schedule 1** through **Schedule 12** attached to this declaration does not constitute an admission of liability by, nor is it binding on, the Debtors. The Debtors reserve all rights to assert that any debt or claim listed herein is a disputed claim or debt, and to challenge the priority, nature, amount, or status of any such claim or debt.

- (iii) **Schedule 3.** Pursuant to Local Bankruptcy Rule 1007-2(a)(5), Schedule 3 provides the following information with respect to each of the holders of the five largest secured claims against the Debtors: the creditor's name; address (including the number, street, apartment, or suite number, and zip code, if not included in the post office address); the amount of the claim; a brief description of the claim; an estimate of the value of the collateral securing the claim; and an indication of whether the claim or lien is disputed at this time.
- (iv) **Schedule 4.** Pursuant to Local Bankruptcy Rule 1007-2(a)(6), Schedule 4 provides a summary of the Debtors' assets and liabilities.
- (v) **Schedule 5.** Pursuant to Local Bankruptcy Rule 1007-2(a)(7), Schedule 5 provides a summary of the publicly held securities of the Debtors.
- (vi) **Schedule 6.** Pursuant to Local Bankruptcy Rule 1007-2(a)(8), Schedule 6 provides the following information with respect to any property in possession or custody of any custodian, public officer, mortgagee, pledge, assignee of rents, or secured creditors, or agent for such entity: the name; address; and telephone number of such entity and the court in which any proceeding relating thereto is pending.
- (vii) **Schedule 7.** Pursuant to Local Bankruptcy Rule 1007-2(a)(9), Schedule 7 provides a list of property **comprising** the premises owned, leased, or held under other arrangement from which the Debtors operate their business.
- (viii) **Schedule 8.** Pursuant to Local Bankruptcy Rule 1007-2(a)(10), Schedule 8 sets forth the location of the Debtors' substantial assets, the location of their books and records, and the nature, location, and value of any assets held by the Debtors outside the territorial limits of the U.S.
- (ix) **Schedule 9.** Pursuant to Local Bankruptcy Rule 1007-2(a)(11), Schedule 9 provides a list of the nature and present status of each action or proceeding, pending or threatened, against the Debtors or their property where a judgment or seizure of their property may be imminent.
- (x) **Schedule 10.** Pursuant to Local Bankruptcy Rule 1007-2(a)(12), Schedule 10 sets forth a list of the names of the individuals who comprise the Debtors' existing senior management, their tenure with the Debtors, and a brief summary of their relevant responsibilities and experience.
- (xi) **Schedule 11.** Pursuant to Local Bankruptcy Rule 1007-2(b)(1)- (2)(A), Schedule 11 provides the estimated amount of payroll to the Debtors' employees (not including officers, directors, and equityholders) and the estimated amounts to be paid to officers, equityholders, directors, and

financial and business consultants retained by the Debtors, for the 30-day period following the Petition Date.

- (xii) **Schedule 12.** Pursuant to Local Bankruptcy Rule 1007-2(b)(3), Schedule 12 provides a schedule, for the 30-day period following the Petition Date, of estimated cash receipts and disbursements, net gain or loss, obligations and receivables expected to accrue but remain unpaid, other than professional fees, for the 30-day period following the filing of the chapter 11 cases, and any other information relevant to an understanding of the foregoing.

VI. First Day Motions

138. Contemporaneously herewith, the Debtors have filed a number of First Day Motions in these Chapter 11 Cases seeking various forms of relief intended to stabilize the Debtors' business operations and facilitate the efficient administration of these Chapter 11 Cases. I have reviewed each of the First Day Motions listed on **Exhibit C** attached hereto, and the facts set forth in each first day motion are true and correct to the best of my knowledge and belief with appropriate reliance on corporate officers and advisors. I believe that the relief sought in each of the First Day Motions is necessary to enable the Debtors to operate in chapter 11 with minimal disruption to their business operations and constitutes a critical element in successfully restructuring the Debtors' businesses.

139. The First Day Motions seek authority to, among other things, obtain debtor-in-possession financing and use cash collateral on an interim basis, honor employee-related wage and benefits obligations, pay certain prepetition accounts payable claims in the ordinary course of business, and ensure the continuation of the Debtors' cash management systems and other business operations without interruption. I believe that the relief requested in the First Day Motions is also necessary to enable the Debtors to transition into Chapter 11 in a manner that avoids substantial disruption to the Debtors' operations and will preserve the value of the Debtors' enterprise for the benefit of all parties in interest.

140. Several of the First Day Motions request authority to pay certain prepetition claims. I understand that Rule 6003 of the Federal Rules of Bankruptcy Procedure provides, in relevant part, that the Court shall not consider motions to pay prepetition claims during the first twenty days following the filing of a chapter 11 petition, “except to the extent relief is necessary to avoid immediate and irreparable harm.” In light of this requirement, the Debtors have narrowly tailored their requests for immediate authority to pay certain prepetition claims to those circumstances where the failure to pay such claims would cause immediate and irreparable harm to the Debtors and their estates.

141. For the reasons stated herein and in each of the First Day Motions filed concurrently or in connection with the commencement of these cases, I respectfully request that each of the First Day Motions be granted in its entirety, together with such other and further relief as this Court deems just and proper.

I certify under penalty of perjury that, based upon my knowledge, information, and belief as set forth in this Declaration, the foregoing is true and correct.

June 16, 2022

/s/ Robert M. Caruso

Name: Robert M. Caruso

Title: Chief Restructuring Officer of Revlon, Inc.
and certain of its subsidiaries.

Exhibit A

List of Debtors and non-Debtor Affiliates

Debtors

1. Revlon, Inc.
2. Revlon Consumer Products Corporation
3. Almay, Inc.
4. Art & Science, Ltd.
5. Bari Cosmetics, Ltd.
6. Beautyge Brands USA, Inc.
7. Beautyge U.S.A., Inc.
8. Charles Revson Inc.
9. Creative Nail Design, Inc.
10. Cutex, Inc.
11. DF Enterprises, Inc.
12. Elizabeth Arden (Financing), Inc.
13. Elizabeth Arden Investments, LLC
14. Elizabeth Arden NM, LLC
15. Elizabeth Arden Travel Retail, Inc.
16. Elizabeth Arden USC, LLC
17. Elizabeth Arden, Inc.
18. FD Management, Inc.
19. North America Revsale Inc.
20. OPP Products, Inc.
21. PPI Two Corporation
22. RDEN Management, Inc.
23. Realistic Roux Professional Products Inc.
24. Revlon Development Corp.
25. Revlon Government Sales, Inc.
26. Revlon International Corporation
27. Revlon Professional Holding Company LLC
28. Riros Corporation
29. Riros Group Inc.
30. RML, LLC
31. Roux Laboratories, Inc.
32. Roux Properties Jacksonville, LLC
33. SinfulColors Inc.
34. Beautyge II, LLC
35. BrandCo Almay 2020 LLC
36. BrandCo Charlie 2020 LLC
37. BrandCo CND 2020 LLC
38. BrandCo Curve 2020 LLC
39. BrandCo Elizabeth Arden 2020 LLC
40. BrandCo Giorgio Beverly Hills 2020 LLC
41. BrandCo Halston 2020 LLC
42. BrandCo Jean Nate 2020 LLC
43. BrandCo Mitchum 2020 LLC
44. BrandCo Multicultural Group 2020 LLC
45. BrandCo PS 2020 LLC
46. BrandCo White Shoulders 2020 LLC
47. Beautyge I (CAYMAN)
48. Elizabeth Arden (Canada) Limited (CANADA)
49. Elizabeth Arden (UK) Ltd. (UK)
50. Revlon Canada Inc. (CANADA)
51. Revlon (Puerto Rico) Inc. (PUERTO RICO)

Non-Debtor Subsidiaries

1. American Crew Dominicana, S.r.L. (DOMINICAN REPUBLIC)
2. Bainvest Beauty Limited (IRELAND)
3. Beautyge Andina S.A. (PERU)
4. Beautyge Beauty Group, S.L. (SPAIN)
5. Beautyge Brands France Holding SAS (FRANCE)
6. Beautyge Denmark A/S (DENMARK)
7. Beautyge France SAS (FRANCE)

8. Beautyge Germany GmbH (GERMANY)
9. Beautyge Italy S.p.A. (ITALY)
10. Beautyge Logistics Services, S.L. (SPAIN)
11. Beautyge Mexico S.A. de C.V. (MEXICO)
12. Beautyge Netherlands B.V. (NETHERLANDS)
13. Beautyge Participations, S.L. (SPAIN)
14. Beautyge Portugal-Produtos Cosméticos e Profissionais, Lda. (PORTUGAL)
15. Beautyge Professional Limited (IRELAND)
16. Beautyge Rus Joint Stock Company (RUSSIA)
17. Beautyge Sweden AB (SWEDEN)
18. Beautyge, S.L. (SPAIN)
19. Comercializador a Brendola, S.r.L. (DOMINICAN REPUBLIC)
20. Elizabeth Arden (Denmark) ApS (DENMARK)
21. Elizabeth Arden (France) S.A. (FRANCE)
22. Elizabeth Arden (Netherlands) Holding B.V. (NETHERLANDS)
23. Elizabeth Arden (Norway) AS (NORWAY)
24. Elizabeth Arden (Shanghai) Cosmetics & Fragrances Trading Ltd. (CHINA)
25. Elizabeth Arden (Singapore) PTE. Ltd. (SINGAPORE)
26. Elizabeth Arden (South Africa) (PTY) Ltd. (SOUTH AFRICA)
27. Elizabeth Arden (Sweden) AB (SWEDEN)
28. Elizabeth Arden (Switzerland) Holding S.A.R.L. (SWITZERLAND)
29. Elizabeth Arden Cosmetics DO Brazil Ltda (BRAZIL)
30. Elizabeth Arden Espana S.L. (SPAIN)
31. Elizabeth Arden GmbH (GERMANY)
32. Elizabeth Arden International S.a.r.L. (SWITZERLAND)
33. Elizabeth Arden Korea Yuhan Hoesa (KOREA)
34. Elizabeth Arden Middle East FZCO (Dubai)
35. Elizabeth Arden SEA (HK) Ltd. (HONG KONG)
36. Elizabeth Arden SEA PTE. Ltd. (SINGAPORE)
37. Elizabeth Arden Trading B.V. (NETHERLANDS)
38. Europeenne de Produits de Beaute, S.A.S. (FRANCE)
39. New Revlon Argentina, S.A. (ARGENTINA)
40. Produtos Cosméticos de Revlon, S.A. (GUATEMALA)
41. Professional Beauty Services S.A. (LUXEMBOURG)
42. Promethean Insurance Limited (BERMUDA)
43. Revlon (Hong Kong) Limited (HONG KONG)
44. Revlon (Israel) Limited (ISRAEL)
45. Revlon (Shanghai) Limited (CHINA)
46. Revlon (Suisse) S.A. (SWITZERLAND)
47. Revlon Australia PTY Limited (AUSTRALIA)
48. Revlon B.V. (NETHERLANDS)
49. Revlon Beauty Products, S.L. (SPAIN)
50. Revlon China Holdings Limited (CAYMAN)
51. Revlon Finance LLC (DELAWARE)
52. Revlon Holdings B.V. (NETHERLANDS)
53. Revlon KK (JAPAN)

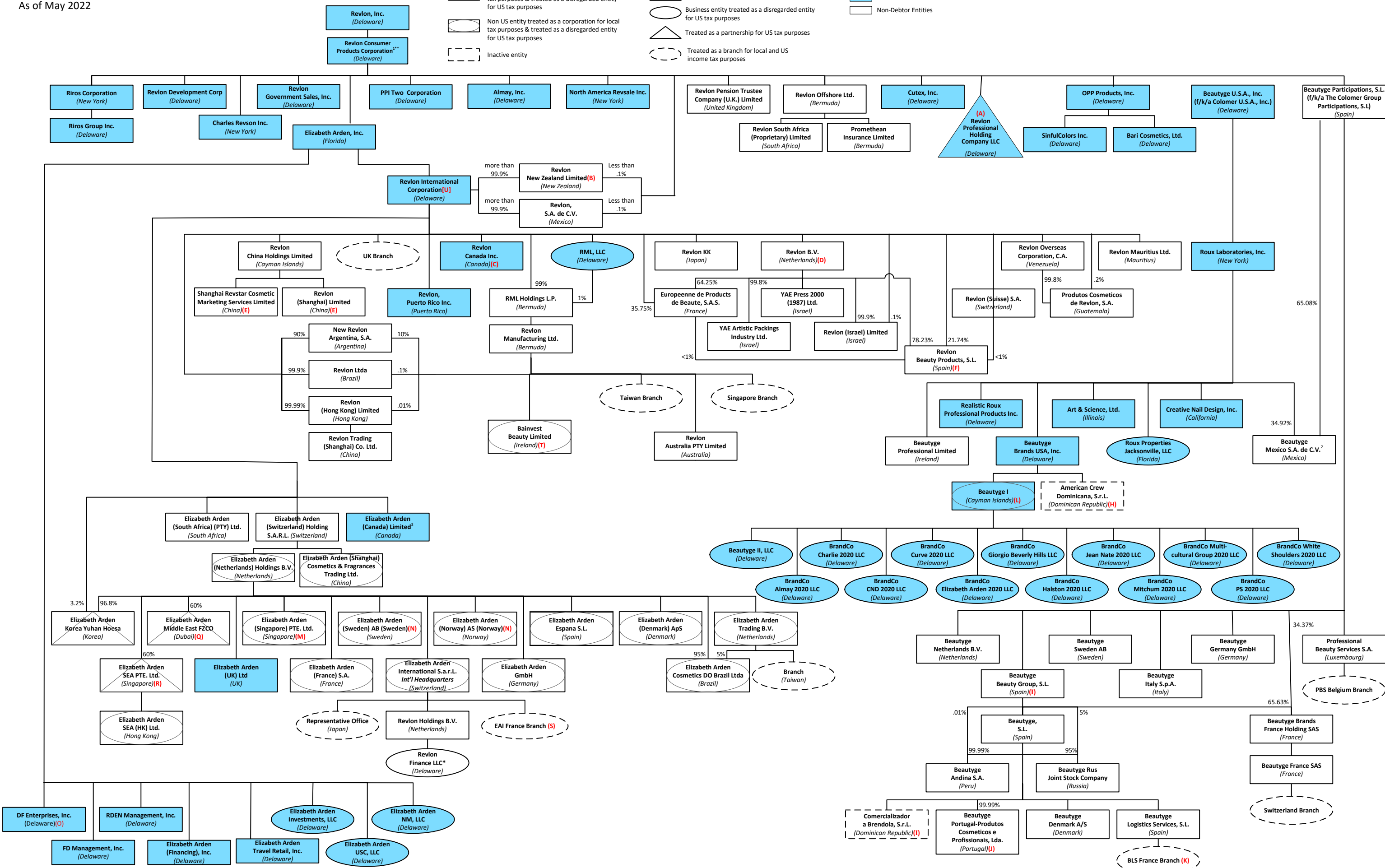
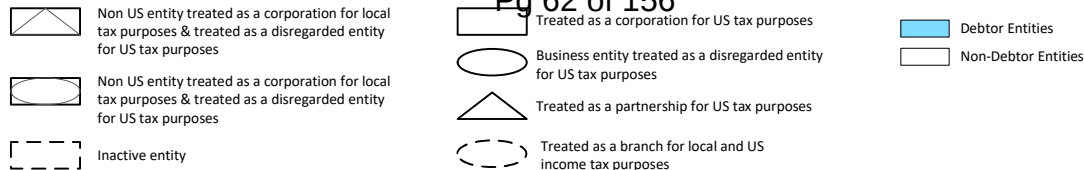
54. Revlon Ltda (BRAZIL)
55. Revlon Manufacturing Ltd. (BERMUDA)
56. Revlon Mauritius Ltd. (MAURITIUS)
57. Revlon New Zealand Limited (NEW ZEALAND)
58. Revlon Offshore Ltd. (BERMUDA)
59. Revlon Overseas Corporation, C.A. (VENEZUELA)
60. Revlon Pension Trustee Company (U.K.) Limited (UNITED KINGDOM)
61. Revlon South Africa (Proprietary) Limited (SOUTH AFRICA)
62. Revlon Trading (Shanghai) Co. Ltd. (CHINA)
63. Revlon, S.A. de C.V. (MEXICO)
64. RML Holdings, L.P. (BERMUDA)
65. Shanghai Revstar Cosmetics Marketing Services Limited (CHINA)
66. YAE Artistic Packings Industry Ltd. (ISRAEL)
67. YAE Press 2000 (1987) Ltd. (ISRAEL)

Exhibit B

Corporate Structure Chart

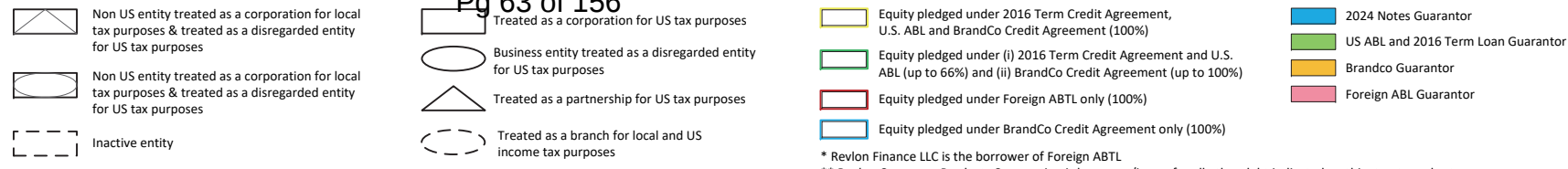
Revlon Structure Chart

As of May 2022

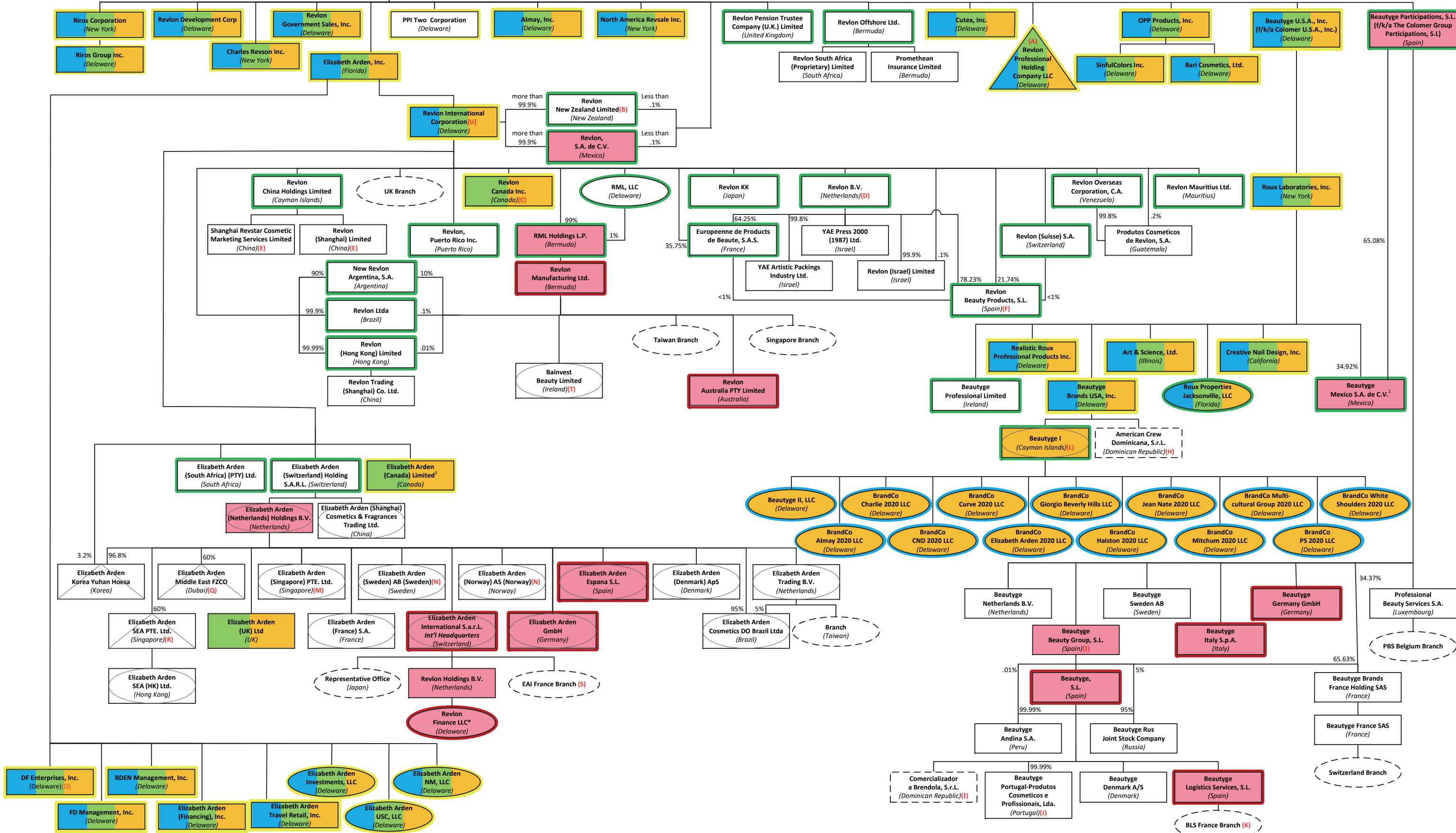


Revlon Structure Chart

As of May 2022



* Revlon Finance LLC is the borrower of Foreign ABTL
 ** Revlon Consumer Products Corporation is borrower/issuer for all other debt indicated on this structure chart



Note:

Ownership is 100% common equity unless otherwise stated.

Endnotes:

1. Revlon, Inc. owns 5,260 common shares and 546 shares of Series A Preferred of Revlon Consumer Products Corporation.
2. Roux Laboratories, Inc. owns 144,000 fixed shares and 552,764,201 variable shares, and Beautyge Participations, S.L. owns 1,030,524,919 variable shares of Beautyge Mexico, S.A. de C.V.
3. Revlon International Corporation owns 987,242 Common Shares and 4,000,000 Preferred shares of Elizabeth Arden (Canada) Limited.

Annotations:

- (A) Incorporated as a Limited Liability Company. Its Members are RCPC, RML, Revlon Suisse S.A., and Beautyge Beauty Group, S.L. Revlon Consumer Products Corporation owns 1,000 Class A shares and 300 Class C shares of Revlon Professional Holding Company LLC.
- (B) Effective April 15, 2019, Elizabeth Arden (New Zealand) Limited amalgamated into Revlon New Zealand Limited.
- (C) Revlon Canada Inc. amalgamated with Colomer Canada, Ltd. on December 31, 2014 into a new legal entity also named Revlon Canada Inc. In addition to RIC ownership/common shares, Beautyge Participations, S.L. owns 100,000 preference shares.
- (D) Class A Shares owned by Revlon BV (99.8%), Class B Shares owned by third parties (.2%).
- (E) As noted in the Company's 12/30/13 Form 8-K, the Company is in the process of exiting its operations in China and plans to liquidate these entities after satisfying its liabilities and other obligations.
- (F) In liquidation.
- (G) Share transfer of Elizabeth Arden (Australia) Pty Ltd. to Revlon Australia Pty Ltd. effective as of 10/1/2018.
- (H) Beautyge Beauty Brands USA, Inc. owns 999 shares and Brenda Morales (Local Counsel) owns 1 share (with Share Certificate blank endorsed).
- (I) Beautyge, S.L. and Professional Products, S.L. owns 999 shares and Brenda Morales (Local Counsel) owns 1 share (with Share Certificate blank endorsed).
- (J) RCPC owns .01%.
- (K) Beautyge Logistics Services, S.L., France Branch incorporated 9/11/2018.
- (L) Beautyge I is an Exempted Company incorporated in the Cayman Islands with Limited Liability. Check-the-box election is effective as of 7/29/2019.
- (M) Agency for Elizabeth Arden International S.a.r.l.
- (N) Agency for Elizabeth Arden (Denmark) ApS
- (O) Elizabeth Taylor license.
- (Q) The remaining 40% shares are owned by Chalhoub Group Limited.
- (R) The remaining 40% shares are owned by Luxasia Ventures PTE LTD.
- (S) Elizabeth Arden International S.a.r.l., France Branch incorporated 2/24/2021
- (T) Bainvest Beauty Limited is in the process of being dissolved.
- (U) Effective May 3, 2022, Elizabeth Arden International Holding, Inc. merged with and into Revlon International Corporation.

Exhibit C

First Day Motions

Evidentiary Support for First Day Motions

I. Debtors' Motion for Entry of an Order (A) Directing Joint Administration of the Debtors' Chapter 11 Cases and (B) Granting Related Relief ("Joint Administration Motion")

1. In the Joint Administration Motion, the Debtors seek entry of an order directing procedural consolidation and joint administration of their related chapter 11 cases and granting related relief. The Debtors' operations are largely integrated and various Debtors play a role in other Debtors' capital structures through intercompany transactions. Additionally numerous parties have interests in the cases of multiple Debtors and many of the motions, applications, hearings, and orders that will arise in these chapter 11 cases will jointly affect each Debtor. Furthermore, virtually all of the Debtors are liable for the Debtors' funded debt.

2. I believe the joint administration of these chapter 11 cases will not prejudice or adversely affect the rights of the Debtors' creditors because the relief sought herein is purely procedural and is not intended to affect substantive rights. Because these chapter 11 cases involve fifty-one (51) Debtors, I understand that joint administration will significantly reduce the volume of paper that otherwise would be filed with the Clerk of this Court, render the completion of various administrative tasks less costly, and minimize the number of unnecessary delays. Moreover, joint administration of these chapter 11 cases will reduce fees and costs by avoiding duplicative filings, objections, and hearings, and will also allow the U.S. Trustee and all parties in interest to monitor these chapter 11 cases with greater ease and efficiency. Accordingly, I believe that the relief requested in the Joint Administration Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest.

II. Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to (A) Prepare a Consolidated list of Creditors in Lieu of Submitting a Formatted Mailing Matrix and (B) File a Consolidated list of the Debtors' 50 largest Unsecured Creditors, (II)

Authorizing the Debtors to Redact Certain Personal Identification Information for Individual Creditors, (III) Approving the Form and Manner of Notifying Creditors of Commencement of these Chapter 11 Cases, (IV) Waiving Requirement to File a List of Equity Holders, and (V) Granting Related Relief (the “Creditor Matrix Motion”)

3. The Debtors, working together with their Proposed Claims and Noticing Agent have already have prepared a single, consolidated list of all the Debtors’ creditors (the “Creditor Matrix”) in electronic format. In lieu of filing individual and reformatted creditor matrices for each Debtor that comply with the Bankruptcy Rules, the Debtors are prepared to submit to the Court and the U.S. Trustee both a redacted and an unredacted Creditor Matrix in electronic format (or make available in non-electronic form at such requesting party’s sole cost and expense).

4. Permitting the Debtors to file a consolidated Creditor Matrix, in lieu of filing separate and reformatted creditor matrices for each Debtor, is, in my opinion, warranted under the circumstances of these cases. Indeed, because the Debtors estimate that there are thousands of potential creditors and other parties in interest in these chapter 11 cases, I believe that filing separate creditor matrices for each debtor would be a duplicative and burdensome task. Additionally, I understand that reformatting the existing Creditor Matrix into creditor matrices in accordance with the Creditor Matrix Procedures would be time-consuming and, more importantly, would greatly increase the risk of error. As such, the I believe the Debtors’ request to file the consolidated list of creditors as it is currently formatted and in accordance with the procedures outlined in the Creditor Matrix Motion is reasonable and warranted under the circumstances.

5. Additionally, I respectfully submit that cause exists to authorize the Debtors to redact the home addresses of the Debtors’ individual creditors—many of whom are the Debtors’

employees—from the Creditor Matrix because such information could be used to perpetrate identity theft.

6. The Debtors propose that the Proposed Claims and Noticing Agent undertake all mailings directed by the Court or the U.S. Trustee or as required by applicable law. I believe the Proposed Notice and Claims Agent's assistance with the mailing and preparation of creditor lists and notices will ease administrative burdens that otherwise would fall upon the Court and the U.S. Trustee. With such assistance, the Debtors can file a computer-readable Creditor Matrix and also undertake all necessary mailings.

7. Further, I believe that under the circumstances of these chapter 11 case, it is appropriate to waive the requirement to file a list of equity security holders within fourteen days after the petition date. Under Bankruptcy Rules 1007(a)(3) and 2002(d), bankruptcy courts have authority to modify or waive these requirements. Here, one of the Debtors, Revlon, Inc., is a public company and, as of the Petition Date, it had 58,005,142 shares of Common Stock outstanding. The Debtors submit that preparing a list of Equity Holders with last-known mailing addresses would be an extremely time consuming and expensive undertaking.

8. Accordingly, I believe that the relief requested in the Creditor Matrix Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest.

III. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered into Prepetition and Satisfy Prepetition Obligations and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Supplement, Modify, or Purchase Insurance Coverage, (C) Continue to Pay Brokerage Fees, (D) Honor the Terms of the Prepetition Premium Financing Agreement and Pay Premiums Thereunder, and (E) Enter into New Premium

Financing Agreements in the Ordinary Course of Business, and (II) Granting Related Relief (“Insurance Motion”)

9. I understand that, in the ordinary course of business, the Debtors maintain comprehensive insurance coverage through policies (the “Insurance Policies”) that are administered by various third-party insurance carriers (the “Insurance Carriers”) to protect the Debtors against adverse occurrences. The Insurance Policies provide coverage for, among other things, the Debtors’ directors’ and officers’ liability, property, commercial general liability, general products liability, crime and fidelity, automobile, ocean marine cargo, network/privacy, business travel, surety bonds, cyber security, crime & fidelity, and foreign commercial liability.

A. Insurance Obligations

10. I understand the Debtors’ Insurance Policies are held through the Debtors’ ultimate non-debtor parent company, MacAndrews & Forbes Inc. (“MacAndrews”). I understand the Debtors generally pay the Insurance Carriers directly for their allocable portion of the premiums for such Insurance Policies, however, in the case of directors and officers liability Insurance Policies, the Debtors reimburse MacAndrews for their portion of the related premiums (such amounts, collectively with any applicable taxes and surcharges, the “Premiums”). Any payments that the Debtors remit to MacAndrews in respect of the Premiums are made pursuant to certain reimbursement agreements by and between Debtor Revlon Consumer Products Corporation and MacAndrews. As of the Petition Date, I understand the Debtors owe approximately \$901,000 million in prepetition amounts on account of certain Premiums related to recent policy renewals or Premiums that are paid quarterly, of which \$788,511 will come due and owing within the first 21 days of these chapter 11 cases.

11. I understand some of the Insurance Policies require the Debtors to pay a per incident deductible (each, a "Deductible"). For instance, one of the Debtors' property damage Insurance Policies carries a Deductible range between \$25,000 to \$2,000,000 per occurrence depending on the particular property at issue. The Debtors generally pay any owed Deductibles directly to the applicable Insurance Carrier. Depending on the type of claim and the applicable Insurance Policy, the Debtors must ultimately pay up to the applicable Deductible threshold for each successful or settled claim against these particular Insurance Policies. As of the Petition Date, the Debtors believe that they do not owe any Deductibles on account of prepetition claims under the Insurance Policies, but, out of an abundance of caution, the Debtors seek authority to satisfy any such prepetition obligations.

12. The Debtors use ESIS as a third party administrator (the "Third Party Administrator") to assist in processing claims under the Insurance Policies. The Third Party Administrator is engaged by MacAndrews in connection with the Insurance Policies, and the Debtors pay their proportional amount of any amounts owed directly to the Third Party Administrator (the "Third Party Administrator Fees"). As of the Petition Date, the Debtors owe \$85,000 on account of Third Party Administrator Fees, and estimate that approximately \$80,000 in Third Party Administrator Fees will become due within 25 days after the Petition Date.

13. In connection with the Insurance Policies, I understand the Debtors also obtain insurance brokerage services from certain insurance brokers (the "Brokers"). The Brokers assist the Debtors in obtaining comprehensive insurance coverage for their operations in the most cost effective manner, negotiating policy terms, provisions, and premiums, assisting the Debtors with claims, and providing ongoing support throughout the applicable policy periods. The Debtors pay the Brokers fees for brokerage services (the "Brokerage Fees") in the ordinary course of

business. As of the Petition Date, the Debtors do not anticipate remitting any Brokerage Fees separate from the Premium payments, but, out of an abundance of caution, the Debtors seek authority to satisfy any such prepetition obligations.

B. Premium Financing Agreements

14. The Debtors also finance premiums under certain of their Insurance Policies (collectively, the “Financed Policies”) because it is not economically advantageous for the Debtors to pay the premiums on the Financed Policies, in full, on a lump-sum, quarterly, or monthly basis. The Financed Policies include policies related to property liability and directors and officers liability. In the ordinary course of their businesses, the Debtors finance the Premiums related to the property liability Insurance Policies pursuant to a premium financing agreement (the “Property Premium Financing Agreement”) with First Insurance Funding (“First Insurance”). The Premiums related to directors and officers liability Insurance Policies are financed pursuant to a premium financing agreement between MacAndrews and First Insurance Funding (the “D&O Premium Financing Agreement” and, together with the Property Liability Premium Financing Agreement, the “Premium Financing Agreements”).

15. In consideration for First Insurance’s obligations to pay the Debtors’ Premiums on account of certain of the Financed Policies, the Property Premium Financing Agreement requires the Debtors to pay approximately \$388,000 on the 25th of each month, with five monthly payments remaining as of the Petition Date. The Debtors pay First Insurance directly for any amounts owed under the Property Premium Financing Agreement. By this motion, the Debtors seek authority to honor any amounts owed on account of the Property Premium Financing Agreement, \$388,838 of which will become due within the first 25 days of these chapter 11 cases, and to continue honoring any amounts that become due and owing on account of the

Property Premium Financing Agreement in the ordinary course of their businesses to ensure uninterrupted coverage under the Insurance Policies.

16. For the D&O Premium Financing Agreement, the Debtors reimburse MacAndrews pursuant to the terms of the applicable Reimbursement Agreements. As of the Petition Date, the Debtors owe one remaining payment on account of their D&O Premium Financing Agreement in the amount of approximately \$304,778, all of which will come due and owing within the first 25 days of these chapter 11 cases.

17. The Debtors' obligations under the Premium Financing Agreements are secured by all sums payable to the applicable Debtor under the Financed Policies, including, among other things, any gross unearned premiums and any payment on account of loss that results in a reduction of unearned premiums in accordance with the terms of the Financed Policies.

18. If the Debtors were unable to continue honoring their obligations under the Premium Financing Agreements, First Insurance may seek relief from the automatic stay to terminate the Financed Policies to recoup its losses. The Debtors could then be required to obtain replacement insurance on an expedited basis and likely at a significant cost to their estates. I believe the Debtors likely would face great hardship and increased costs if they were required to obtain replacement insurance and pay a lump-sum premium for the Financed Policies in advance. Even if the Financed Policies were not terminated, any interruption in the Debtors' payments could have a severe, adverse effect on the Debtors' ability to finance premiums for future policies.

19. In addition, to the extent that the Premium Financing Agreement expires during the course of these chapter 11 cases, the Debtors seek authority to renew the Premium Financing Agreements without further Court approval. The Debtors respectfully submit that renewal of the

Premium Financing Agreement falls squarely within the ordinary course of the Debtors' businesses. To reduce the administrative burden, as well as to confirm their ability to satisfy one of their obligations of operating as debtors in possession, the Debtors seek the Court's authority now to renew the Premium Financing Agreement when and as necessary in the Debtors' business judgment. Additionally, the Debtors seek authority to enter into new premium financing agreements in the ordinary course of their businesses consistent with historical practices.

C. Necessity to Pay Insurance Obligations and Maintain Insurance Program

20. I believe that the Debtors' ability to pay the prepetition Premiums, Deductibles, Third Party Administrator Fees, and Broker's Fees related to the Insurance Policies is necessary to the Debtors continued and uninterrupted operations during these chapter 11 cases. Maintaining the Insurance Policies is, in my opinion, necessary to preserve the value of the Debtors' assets, thereby ensuring the adequate protection of the Debtors' property for all parties in interest, and to minimize exposure to risk. I further believe that honoring the Premium Financing Agreements is also necessary to maintaining the Insurance Policies, as failure to make the payments required under the Financing Agreements can trigger cancellation of certain Insurance Policies.

21. I believe that maintaining the Insurance Policies enables the Debtors to avoid the incurrence of possibly significant liabilities, and therefore represents a sound exercise of their business judgment. The Insurance Policies protect the Debtors and other parties in interest from losses caused by casualty, natural disaster, fraud, or other unforeseen events. Accordingly, it is my opinion that it is necessary for the Debtors to pay their prepetition obligations related to the Insurance Policies, including the Premiums, Deductibles, Third Party Administrator Fees, Broker's Fees, and obligations owed under the Financing Agreements, to ensure that the Debtors

are able to renew, supplement, or purchase insurance coverage on a postpetition basis in the ordinary course of business.

IV. The Debtors' Motion for Entry of Interim and Final Orders Approving Notification and Hearing Procedures for Certain Transfer Of and Declarations of Worthlessness with Respect to Common Stock of Revlon, Inc. and Claims Against the Debtors (the "NOL Motion")

22. The Debtors seek entry of interim and final orders authorizing the Debtors to establish procedures (the "Procedures") to protect the potential value of net operating loss carryforwards ("NOLs") and other tax benefits (collectively, the "Tax Attributes") of the Debtors for U.S. federal income tax purposes in connection with the reorganization of the Debtors. The Debtors possess certain Tax Attributes, including, as of the Petition Date, federal NOL carryovers in the amount of approximately \$762,800,000, disallowed business interest carryforwards of approximately \$349,100,000, and total federal asset basis of approximately \$1,500,000,000.

23. By establishing the Procedures for monitoring acquisitions of Debtor Revlon Inc.'s common stock (the "Common Stock"), I believe that the Debtors can preserve their ability to seek the necessary relief if it appears that any such acquisition(s) may impair the Debtors' ability to utilize their Tax Attributes. For purposes of the Procedures, a "Substantial Shareholder" shall mean any person (including any entity) that beneficially owns at least 2,610,232 shares of Common Stock (representing approximately 4.5% of all issued and outstanding shares of Common Stock); a "50% Shareholder" is any person or Entity that currently is or becomes a "50-percent shareholder" (within the meaning of section 382(g)(4)(D) of the IRC and the applicable Treasury Regulations); and an "Option" to acquire stock includes any contingent

purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest.

24. The Tax Attributes are substantial, and I believe that any termination or limitation of the Tax Attributes, including during the first month of these chapter 11 cases, could cause significant and irreparable damage to the Debtors' estates and stakeholders. The Debtors seek limited relief that will enable them to closely monitor certain transfers of Beneficial Ownership of Common Stock and certain worthless stock deductions with respect to Beneficial Ownership of Common Stock, so as to be in a position to act expeditiously to prevent such transfers or worthlessness deductions, if necessary, with the purpose of preserving the Tax Attributes.

25. I further believe that the Procedures and other relief requested in the NOL Motion are critical for maximizing estate value and will help ensure a meaningful recovery for creditors. If no restrictions on trading or worthlessness deductions are imposed as requested in the NOL Motion, such trading or deductions could severely limit or even eliminate the Debtors' ability to utilize the Tax Attributes. I believe that the loss of these valuable estate assets could lead to significant negative consequences for the Debtors, their estates, their stakeholders, and the overall reorganization process. I believe that the relief requested in the NOL Motion is in the best interest of the Debtors' estates, their creditors, and all other parties-in-interest, and will enable the Debtors to continue to operate their businesses in chapter 11 without disruption. Accordingly, on behalf of the Debtors, I respectfully submit that the NOL Motion should be approved.

V. **Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain**

Prepetition Obligations Related Thereto and (B) Granting Related Relief (the “Customer Programs Motion”)

26. Pursuant to the Customer Programs Motion, the Debtors seek entry of interim and final orders (a) authorizing the Debtors to maintain and administer their existing customer programs (collectively, the “Customer Programs”) and honor certain prepetition obligations related thereto, and (b) granting related relief.

27. The Debtors have historically provided certain incentives, discounts, and accommodations to their customers to attract and maintain positive customer relationships in the ordinary course of business. These Customer Programs ensure customer and consumer satisfaction, and promote the goodwill of the Debtors’ business and the value of their brand. These Customer Programs include the Market Development Fund, the Volume Discount Program, the Coupon Program, and other customer programs described in the Customer Programs Motion.

28. In connection with the Coupon Program, When a customer redeems a valid Coupon, the Coupon is processed and remitted through a third-party intermediary (the “Coupon Processor”) for reimbursement by the Debtors. The Coupon Processor pays the Retailer in the amount of the redeemed Coupon, and the Debtors reimburse the Coupon Processor. Without the Coupon Processor, the Debtors would not able to process any of their Coupons, which would likely be declined at the point of sale.

29. I believe this would adversely impact the Debtors’ promotional strategy and tarnish their goodwill with their customers. As of the Petition Date, the Coupon Processor is owed approximately \$2.7 million for its prepetition services, all of which became due prior to the Petition Date.

30. I understand the Coupon Processor, NCH Marketing Services, Inc., is owned by Vericast, which is a wholly-owned subsidiary of MacAndrews & Forbes. I understand the Debtors engagement with NCH Marketing Services, Inc. is, and has been, on an arms-length basis.

31. Prior to the Petition Date, the Coupon Processor purported to terminate its agreement with the Debtors in accordance with its terms due to unpaid aging invoices. While the Debtors dispute and reserve all rights with respect to such termination, they request authorization, but not direction, to pay all prepetition amounts due to the Coupon Processor, subject to the Coupon Processor agreeing to provide its services to the Debtors on a post-petition basis on terms at least as favorable to the Debtors as the parties' ordinary course prepetition terms, and to continue honoring their obligations to the Coupon Processor in the ordinary course of their businesses.

32. Additionally, the Debtors engage eight companies that develop, design, print, and distribute their Coupons (the "Coupon Developers"). In 2021, 1.9% of the Debtors' gross sales, or \$50 million, was on account of products sold through redeemed Coupons. As of the Petition Date, the Coupon Developers are collectively owed approximately \$3.6 million on account of their prepetition services, all of which will become due within the first 25 days of these chapter 11 cases. I believe without the services of the Coupon Developers, the Debtors will be unable to continue the uninterrupted distributions of promotional Coupons, which will adversely impact the Debtors' sales.

33. As part of the Customer Programs, several of the Debtors' larger online and brick-and-mortar Retailers, in addition to purchasing products from the Debtors as customers, also provide the Debtors promotional and marketing related goods and services (the "Retailer

Partnerships”). In addition to driving sales of the Debtors’ products, these Retailer Partnerships are a means by which the Debtors maintain a mutually beneficial economic relationship with some of their most significant customers. Twenty such Retailers, in their capacities as customers, accounted for approximately 12% of the Debtors’ gross revenue, or \$335 million, in 2021. The Debtors’ prepetition ordinary course practice with the Retailers typically entailed offsetting the amounts owed to their Retailers against amounts owed by them in their capacities as customers, rather than as cash outlays by the Debtors. The Debtors owe approximately \$3.3 million on account of the Retailer Partnerships. I understand the Debtors do not anticipate making any cash payments on account of amounts owed to Retailers under the Retailer Partnerships given their ordinary course practice of offsetting these amounts, but it is possible that the some portion of that amount may be due in cash within the first 25 days of these chapter 11 cases if there is not an offsetable amount and, therefore, the debtors seek authority to pay such amounts in cash if necessary.

34. I believe that continuing to administer the Customer Programs without interruption during the pendency of these chapter 11 cases is critical to preserving the value of the Debtors’ estates. Customers and consumers alike expect and rely on the Customer Programs and may choose not to support the Debtors’ business if the Customer Programs are discontinued. As noted in the Customer Programs Motion, the customers and consumers are not obligated to continue doing business with the Debtors, and the Customer Programs provides added incentive for them to continue engaging with the Debtors.

35. I believe that the relief requested in the Customer Programs Motion is in the best interests of the Debtors’ estates, their creditors, and all other parties in interest, and will enable

the Debtors to continue to operate their business in chapter 11. Accordingly, on behalf of the Debtors, I respectfully submit that the Customer Programs Motion should be approved.

VI. Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Prepetition Claims of (A) Lien Claimants, (B) Import Claimant, (C) 503(B)(9) Claimants, (D) Foreign Vendors, and (E) Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief (the “Vendors Motion”)

36. Pursuant to the Vendors Motion, the Debtors seek authority to pay in the ordinary course of their businesses prepetition claims held by certain critical and foreign vendors, Elizabeth Arden UK Ltd. creditors, lienholder claimants, their import agent, and certain vendors of goods received by the Debtors within 20 days prior to the petition date (collectively, the “Vendor Claimants”).

37. Below is a summary of the interim and final relief the Debtors are seeking under the Vendors Moton per category of Vendor Claimant:

Vendor Category	Interim Relief (mm)	Final Relief (mm)
Lienholder Claimants	\$2	\$3
Import Claimants	\$1	\$1
503(b)(9) Claimants	\$9	\$24
Foreign Vendors	\$8	\$11
Elizabeth Arden UK Ltd. ¹	\$0.4	\$0.4
Critical Vendors (Domestic)	\$20	\$40
Total	\$40.40	\$79.40

¹ This category only reflects Elizabeth Arden UK Ltd.’s creditors, all of whom are domestic, and does not reflect all of the creditors in the U.K. that the Debtors are requesting to pay in full.

38. The Debtors produce and sell over 8,000 stock keeping units (“SKUs”) (e.g., lipsticks, eye pencils, creams, eyeshadows, mascaras, fragrances, etc.) using various unique cosmetic technologies, equipment, and chemicals. Many of these cosmetic products require 35 to 40 individual raw materials to manufacture. The Debtors do not maintain large inventories of these materials, and as a result, the inability to continuously source even one ingredient results in the shutdown of production of all related SKUs. As of the Petition Date, manufacturing facilities in Oxford, North Carolina and Jacksonville, Florida have reduced production significantly and will be required to shut down temporarily within two weeks due to a lack of inventory, at a time those facilities need to be increasing production in time for the critical holiday and new product development (“NPD”) season. A critical manufacturing facility of a Non-Debtor affiliate in Mexico that supplies key products (including ColorSilk, fragrance, body mists, CND, Cutex, and others) to the Debtors and their subsidiaries around the world has already temporarily closed due to lack of inventory.

39. If the Debtors are unable to acquire goods from the critical vendors to fulfill actual and projected orders to support the holiday season and for their NPD launches (which has already begun), the Debtors will experience a corresponding loss of revenues based on an inability to meet existing demand. If the Company cannot rapidly resume production, they will experience a loss of at least \$87 million in committed holiday sales and \$94 million in NPD sales in Q4 alone, that would be directly attributable to their inability to fulfill customer demand. Separately, the Debtors’ current “fill rate,” a metric used to track the Debtors’ ability to fulfill actual orders, is currently less than 70% for certain channels, compared to an industry average of approximately 90%. In other words, due primarily to their inability to source a sufficient and regular supply of raw materials, the Debtors are currently unable to timely fill nearly one-third of customer

demand for their products. If the Debtors continue to fail to deliver their products to their customers—some of the largest and most well-known retailers—on time and in full, there is a material risk that these customers will simply fill capacity with goods from the Debtors’ competitors—space which the Debtors risk losing when retailers reset their annual shelf-space allocations in September 2022—causing irreparable damage to the Debtors and their estates, to the detriment of all stakeholders.

40. The Debtors’ production and sale of these products depends entirely on the uninterrupted flow of materials, products, and other goods through their supply chain and distribution network, including the purchase, import, storage, and shipment of the Debtors’ merchandise and other personal property. The vendors and suppliers that comprise the Debtors’ supply chain are located around the world. Goods sold by these vendors and suppliers require substantial transport times to reach the Debtors. In recent months, global freight capacity has been scarce, resulting not only in increased costs to ship goods from overseas, but also in increased shipping lead-times. I understand that in 2019, shipping components from China to the United States took the Debtors four to six weeks from placement of an order and cost approximately \$2,000 per container. Today, the same process takes eight to twelve weeks and costs four times more. The result is that, even if the Debtors were able to switch to alternative suppliers for critical chemicals and other components (which, with respect to the Vendor Claimants discussed herein, they are not), there would be a significant (and devastating) lag created in their supply chain.

41. In addition to the shipping lead-time issues, I believe the Debtors would face substantial operational delays in connection with the replacement of many of the Vendor Claimants. Many of the Debtors’ goods are regulated by the FDA for human use, and the

ingredients and chemicals used in the Debtors' products undergo a lengthy and rigorous testing process, taking approximately six months per item, to ensure their quality and safety. Similarly, the containers (e.g., lipstick cartridges, fragrance glass, printed plastic, and paperboard) in which the Debtors' finished goods are packaged generally require specialized tooling and specifications such as molds and print plates that could not be easily, quickly, or cheaply replicated with alternative suppliers. While cost and timing vary, the Debtors estimate that sourcing alternate supply of these packaging materials would cost hundreds of thousands of dollars, and take six months or more, per item.

42. The Debtors are also high-volume users of nearly all of the ingredients and components supplied by the Vendor Claimants. Due to industry-wide constraints in many of the products used by the Debtors in the manufacture of their goods, including resins, paper board products, corrugated cardboard products, label substrates, and silicones, among others, the Debtors would simply be unable to quickly source alternative supply of these goods at the volumes they require without creating substantial supply chain disruption and attendant loss of manufacturing capacity.

43. Like the vendors of materials that go directly into the manufacture of finished products (the "Direct Procurements"), the Debtors also rely on certain specialized and highly skilled vendors of marketing, advertising, and enterprise communication services, as well as in-store merchandizing services, that drive sales or facilitate the Debtors' operational capabilities (the "Indirect Procurements"). The Debtors' Critical Vendors in this category include vendors that create promotional displays, digital advertising, and graphic designs. These Critical Vendors are the backbone of the Debtors' brand support and marketing efforts. The Debtors' current marketing vendors have developed a strong understanding of the Debtors' businesses, products,

and marketing strategies. As a result, I believe replacing these vendors would take substantial lead times and cause distraction to the Debtors' management team at a critical juncture. Additionally, the Debtors' current advertising vendors honor their historic rates on new projects. It is the Debtors' belief that replacement vendors would charge current, higher, market rates. Ultimately, I believe if the Debtors are unable to retain the services of their current critical marketing and advertising vendors, more money and time may be spent on replacement service providers that may not be able to successfully execute their marketing campaigns.

44. I believe certain digital advertising platforms are crucial for the Debtors to reach their target customers in particular demographics. These vendors simply cannot be replaced given their scale and influence in the market. The digital platforms also provide the Debtors with unique and irreplaceable market data, as the Debtors are able to directly gauge and track consumer interest in particular products through the number of clicks on their advertised products. Given the relatively small proportion of revenues the Debtors represent to these platforms, I believe they could easily refuse business with the Debtors going forward for non-payment of prepetition amounts.

45. I understand another significant category of Critical Vendors in the Indirect Procurement segment are vendors of information technology. As with any company of the Debtors' scale, information technology and enterprise connectivity software are necessary for the operation of the Debtors' businesses. I believe these digital services allow the Debtors to store information to the cloud and communicate information among the Debtors' various businesses in an integrated manner.

46. I understand the Debtors' prepetition liquidity challenges have significantly hindered their ability to make on-time payments to the vast majority of their Vendor Claimants.

Poor payment history, coupled with substantial restrictions in supply for goods globally, has caused many of the Debtors' vendors to prioritize other customers who are able to pay more quickly and more reliably. I understand that in recent months, these consistent issues have resulted in over 75% of the Debtors' Critical Vendors (a) cancelling trade credit with the Debtors, (b) cancelling the Debtors' outstanding purchase orders in favor of higher offers, and/or (c) placing the Debtors on cash on delivery or cash in advance terms as a result of substantial prepetition unpaid invoices. I understand that in the last week alone, over a dozen of the Debtors' vendors have notified them that they will only accept cash in advance for new orders.

47. I believe that given the current state of the Debtors' supply chain, discussed above, and strong competition for market share, it is critical that the Debtors' relationships with their existing vendors begin to normalize immediately, and within the first 30 days of this case, in order to stabilize the Debtors' operations, restart and ramp up manufacture of all of the Debtors' SKUs in anticipation of the critical Q4 holiday season, and maximize value for the benefit of all stakeholders.

48. The relief requested in the Motion will lead directly to (a) increased liquidity through the provision of trade terms and (b) increased revenue as the Debtors are able to restart the manufacture of products that are currently not being produced, and fulfill orders that are not being filled, as a result of lack of supply. In the absence of the interim relief requested, the Debtors will suffer immediate and irreparable injury. Payment of these sums have been accounted for in the Debtors' budgeting and forecasting process, and the budget will be adequate to pay all administrative expenses due or accruing during the period covered by such relief.

A. Critical Vendor Claims

49. The Debtors' ability to deliver their products depends on their access to and relationships with a limited network of critical domestic and international vendors and suppliers who cannot be easily or quickly replaced. As a direct result of the Debtors' current status with many of these vendors, most of these vendors have stopped supplying, or have threatened to stop supplying, critical ingredients and other components to the Debtors within the last six months, resulting in the shutdown of manufacturing operations. In the last 72 hours alone, the Company received notice that approximately 30 additional vendors have either stopped shipping product to the Debtors or placed the Debtors on cash in advance terms.

50. Employees of A&M, working at my direction, along with the Debtors and their other advisors have spent many hours reviewing and analyzing the Debtors' books and records, consulting procurement managers and operations personnel, reviewing contracts and supply agreements, and analyzing applicable law, regulations, and historical practices to identify certain critical business relationships and suppliers of goods and services—the loss of which would immediately and irreparably harm their businesses, by, among other things, shrinking their market share, reducing enterprise value, and ultimately impairing the Debtors' businesses as going-concerns. In this process, the Debtors considered a variety of factors, including:

- the negative impact of not obtaining an individual component or material;
- whether a vendor is a sole-source, limited-source, or high-volume supplier of goods or services critical to the Debtors' business operations;
- whether alternative vendors are available that can provide requisite volumes of similar goods or services on equal (or better) terms and in a reasonable time;
- whether the Debtors would be able to continue operating while transitioning business to an alternative supplier, if available, and how long such a transition would take;

- whether failure to pay all or part of a particular vendor's claim could cause the vendor to hold goods owned by the Debtors, or refuse to ship inventory or to provide critical services on a postpetition basis;
- whether replacing a vendor would create safety testing and regulatory delays;
- whether replacing a vendor would require expenditures and delay related to specialized tooling to manufacture the Debtors' products;
- whether an agreement exists by which the Debtors could economically compel a vendor to continue performing on prepetition terms;
- the degree to which replacement costs (including, pricing, transition expenses, professional fees, and lost sales or future revenue) exceed the amount of a vendor's prepetition claim;
- whether the Debtors' inability to pay all or part of the vendor's prepetition claim could trigger financial distress for the applicable vendor;
- whether the likelihood that a temporary break in the vendor's relationship with the Debtors could be remedied through use of the tools available in these chapter 11 cases;
- whether the vendor is currently refusing to supply the Debtors with product, or is refusing to do so without cash up front; and
- whether failure to pay a particular vendor could result in contraction of trade terms.

51. Through this analysis, I understand the Debtors identified domestic vendors (collectively, the "Critical Vendors") that supply either (i) Direct Procurements or (ii) Indirect Procurements (collectively, the "Critical Products and Services") that, in each case, are critical to their businesses and operations and fulfill one or more of the criteria listed above.

52. In sum, I believe the Debtors cannot afford a disruption to their flow of merchandise and the services that enable their monetization, or to the Debtors' general operations, at this critical juncture in these chapter 11 cases. The Debtors rely on timely and frequent delivery of their Critical Products and Services and any interruptions would disrupt the Debtors' operations and could potentially cause irreparable harm to their businesses, goodwill, customer base, and

market share. I believe such harm would far outweigh the cost of payment of the Critical Vendor Claims.

B. Foreign Vendor Claims

53. I believe a critical component of the Debtors' supply chain involves business dealings with foreign vendors (collectively, the "Foreign Vendors"), located across the globe, including in Canada, the United Kingdom, the Netherlands, France, Norway, Colombia, Israel, Turkey, Australia, New Zealand, Iceland, Mexico, Spain, Japan, Switzerland, Chile, Belgium, China, Vietnam, Brazil, Singapore, Germany, South Africa and Italy, among other places. Many of these critical Foreign Vendors supply products and services to the Debtors that are crucial to the Debtors' ongoing operations in both the U.S. and abroad. In some instances, the Debtors represent a material portion of the Foreign Vendors' business. I believe that without any payment of past due amounts, the Foreign Vendors' go-forward business could fail, which in turn, will jeopardize the integrity of the Debtors' supply chain and their ability to meet customer orders.

54. Based on my experience, foreign suppliers often have skeptical reactions to the United States bankruptcy process because many of them are unfamiliar with chapter 11 cases and the implications for the Debtors' on-going ability to do business and pay for goods while they are in chapter 11. Accordingly, I believe nonpayment of all prepetition claims may cause Foreign Vendors to take other precipitous actions, including delaying shipments until more certainty develops with respect to the Debtors' reorganization.

55. Additionally, I understand that if prepetition claims held by the Foreign Vendors (the "Foreign Vendor Claims") are not paid, the Foreign Vendors may take action against the Debtors based upon an erroneous belief that Foreign Vendors are not subject to the automatic

stay provisions of section 362(a) of the Bankruptcy Code. Although I understand that the automatic stay applies to protect the Debtors' assets wherever they are located in the world, attempting to enforce the Bankruptcy Code in foreign countries is often a fruitless and costly exercise. In the absence of enforcement of the automatic stay, I understand the Foreign Vendors could, among other things, initiate a lawsuit in a foreign court and obtain a judgment against the Debtors to collect prepetition amounts owed to them.

56. In light of these consequences, I believe that payment of Foreign Vendor Claims on the terms set forth herein is necessary to avoid disruption of the Debtors' operations during these chapter 11 cases. I understand the Foreign Vendor Claims pale in comparison to the potential damage to the Debtors' businesses if the Debtors were to experience significant delays in the shipment of products. Therefore, I believe the Debtors, their estates, and their stakeholders would benefit from the Debtors' payments to the Foreign Vendors.

C. Critical UK Claims

57. As set forth in the Baird Declaration, I understand that EAUK is the Debtors' primary operating entity in the UK and that it does not trade or otherwise carry on any business in the United States, and further that if any of its creditors are unpaid, there is risk that enforcement actions in that jurisdiction can materially impair and the Debtors' operations. Upon information and belief, following review and conversation with management, the forced liquidation of EAUK would cause irreparable harm to the Debtors' business because EAUK generates \$60 million in annual gross sales for the Debtors. I believe losing that presence and stronghold in the UK would not only be detrimental to the Elizabeth Arden brand, but to the Debtors as a whole.

D. Lienholder Claimants

58. The Debtors' ability to deliver products in a timely manner is crucial to their financial performance and depends on a seamless interaction with various third-party service providers. The Debtors depend on certain vendors to transport and store their products. After leaving overseas factories, the Debtors' products go to a consolidated ocean freight station or directly to port before sailing on freight vessels to receiving ports throughout the world. From the air and sea ports the products are delivered by truck to the Debtors' facilities across North America or to third-party warehouses (the "Warehouseman"), where products are stored until they are utilized to fulfill a retail, wholesale, or e-commerce customer order. The Debtors utilize multiple carriers (collectively, the "Shippers" and together with the Warehouseman, the "Lien Claimants") to transport their merchandise (a) from the consolidator or the overseas facility to port facilities, (b) between facilities for the reassignment of goods, and (c) to the facilities of the Debtors' customers. There is significant risk that if the Debtors stop all payments to the Lien Claimants, the Lien Claimants will discontinue shipping and warehousing services, and will refuse to release the Debtors' products, which will negatively impact the Debtors' revenues.

59. I understand that under certain non-bankruptcy laws, the Lien Claimants may be able to assert liens on the goods in their possession to secure payment of the charges or expenses incurred in connection with the lien charges, including shipping and storage charges (collectively, the "Lien Charges"). I further understand that if the Lien Charges remain unpaid, the Lien Claimants are likely to attempt to assert such possessory liens, and may refuse to deliver or release goods in their possession until their claims are satisfied and their liens redeemed. I believe the Lien Claimants' possession (and retention) of the Debtors' materials and products would disrupt the Debtors' operations and affect the Debtors' ability to efficiently administer

these chapter 11 cases, and the cost of such disruption to the Debtors' estates would likely be greater than the applicable Lien Charges.

E. Import Claimants

60. In the ordinary course of their businesses, the Debtors import critical materials and products from suppliers around the world. In connection with the import of goods, the Debtors utilize a licensed custom broker (the "Import Claimant"), who in turn pays various charges on behalf of the Debtors to clear customs, including customs duties, detention and demurrage fees, tariffs and excise taxes, freight forwarding, and other similar obligations (collectively, the "Import Charges"). In addition, the Debtors pay the Import Claimant annual fees for their customs brokerage services (together with the Import Charges, the "Import Expenses"), which services are integral to the Debtors' operations. I believe that absent such payment, parties to whom the Debtors ultimately owe Import Charges may interfere with the transportation of the imported goods. Any interruption in the flow of imported goods will deprive the Debtors of materials and products necessary to meet the needs of the Debtors' wholesale and online retail customers.

F. 503(b)(9) Claimants

61. I understand the Debtors have received in the ordinary course of their businesses certain goods from various foreign and domestic vendors (collectively, the "503(b)(9) Claimants") within the 20 day period immediately preceding the Petition Date. The 503(b)(9) Claimants may refuse to supply new orders without payment of their prepetition claims. Such refusal could negatively affect the Debtors' estates as the Debtors' businesses are dependent on the steady flow of goods through their supply chain.

62. In light of these consequences, I believe that payment of Vendor Claimants on the terms set forth in the Vendors Motion is necessary to avoid disruption of the Debtors' operations during these chapter 11 cases.

63. I believe that satisfying these obligations without interruption during the pendency of these chapter 11 cases is critical to preserving the value of the Debtors' estates. I believe that the relief requested is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in chapter 11. Accordingly, on behalf of the Debtors, I respectfully submit that the Vendors Motion should be approved.

VII. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, and (D) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief (the "Cash Management Motion")

64. Pursuant to the Cash Management Motion, the Debtors seek interim and final orders (a) authorizing the Debtors to (i) continue to operate their existing cash management system (the "Cash Management System") and maintain their existing bank accounts (the "Bank Accounts") and investment accounts (the "Investment Accounts") listed on Exhibit A attached to the Cash Management Motion at the financial institutions identified thereon (collectively, the "Cash Management Banks"), (ii) honor certain prepetition obligations related thereto, (iii) maintain existing Business Forms, and (iv) continue to perform Intercompany Transactions, and (b) granting related relief.

A. The Debtors' Cash Management System

65. To facilitate the efficient operation of their businesses, the Debtors and their non-debtor foreign affiliates use the Cash Management System to collect, transfer, and disburse

funds generated by their operations. The Cash Management System facilitates cash monitoring, forecasting, and reporting and enables the Debtors and their non-debtor foreign affiliates to maintain control over the administration of approximately 68 Bank Accounts and two Investment Accounts owned by the Debtors and maintained with the Cash Management Banks.

66. As described herein, I believe that any disruption to the Cash Management System would have an immediate adverse impact on and cause irreparable harm to the Debtors’ businesses. Accordingly, to minimize the disruption caused by these chapter 11 cases and maximize the value of the Debtors’ estates, the Debtors request authority to continue to utilize their existing Cash Management System during the pendency of these chapter 11 cases.

B. Description of Bank Accounts

67. The Debtors’ Cash Management System, generally, is organized around the following three businesses, each representing a major segment of the Debtors’ operations: (a) the legacy Revlon business (“Revlon”), (ii) the Revlon professional business (“R-Pro”), and (iii) the Elizabeth Arden business (“Elizabeth Arden”). As of the Petition Date, the Cash Management System includes a total of 69 Bank Accounts and four Investment Accounts maintained by the Debtors. The Debtors hold their Bank Accounts at various entities across their organizational structure. A general description of the Bank Accounts, transfers between such accounts, and their purpose in the Cash Management System is set forth in the following table:

Accounts	Description of Accounts
<i>Treasury Account</i>	
<p><u>Revlon Treasury Account</u> <i>Citibank Account ending 5426</i></p>	<p>The Revlon account ending 5426 operates as the Debtors’ main treasury account (the “<u>Revlon Treasury Account</u>”), which as described below interacts on a daily or periodic basis with the Revlon, R-Pro, and Elizabeth Arden accounts. The Revlon Treasury Account receives transfers on a daily or periodic basis from the various collection and operating accounts. Amounts in the Revlon Treasury Account are transferred on an as needed basis to the various disbursement and operating accounts to fund accounts payable and general operating</p>

Accounts	Description of Accounts
	<p>expenditures. At times, the Revlon Treasury Account will also disburse funds directly to third parties, including all third-party debt service payments.</p> <p>As of the Petition Date, the Debtors maintain an aggregate balance of \$7,898,971 in the Revlon Treasury Account.</p>
Collection Accounts	
<p><u>Revlon Collection Accounts</u></p> <p><i>Citibank Accounts ending 8751, 8735, 8743, 8786, 0259, 3729, 8807 & 5042</i></p> <p><i>SunTrust Account ending 2922</i></p> <p><i>Bank of New York Mellon Accounts ending 0697 & 0223</i></p>	<p>Revlon maintains 11 collections accounts (the “<u>Revlon Collection Accounts</u>”) that receive customer payments and other receipts paid to Revlon. Any amounts in the Revlon Collection Accounts are swept on a daily basis to the account ending 8807 (the “<u>Revlon Master Collection Account</u>”), with the exception of the account ending 2922, which is subject to manual transfers. Any amounts in the Revlon Master Collection Account are transferred on a periodic basis to the Revlon Treasury Account. The Revlon Collection Accounts are held at Citibank, N.A. (“<u>Citibank</u>”), SunTrust Bank (“<u>SunTrust</u>”), and Bank of New York Mellon (“<u>BNYM</u>”).</p> <p>As of the Petition Date, the Debtors maintain an aggregate balance of \$8,231,902 in the Revlon Collection Accounts.</p>
<p><u>EA Collection Accounts</u></p> <p><i>Bank of America Accounts ending 2755, 1472, 8935, 9552, 7884, 5981, 1100, 8427, 2490, 8546, 4916, 8640, 7583, 4260, 5635, 8988, & 6699</i></p>	<p>Elizabeth Arden maintains 17 collections accounts (the “<u>EA Collection Accounts</u>”) that receive customer payments and other receipts paid to Elizabeth Arden. The EA Collection Accounts are held at Bank of America (“<u>BOA</u>”). Any amounts in the EA Collection Accounts are swept daily to the account ending 2755 (the “<u>EA Master Collection Account</u>”), with the exception of EA Collection Account ending 6699, which is manually transferred on a periodic basis to EA Operating Account ending 0623. Any amount in the EA Master Collection Account is then manually transferred on a periodic basis to the Revlon Treasury Account.</p> <p>As of the Petition Date, the Debtors maintain an aggregate balance of \$321,862 in the EA Master Collection Account.</p>
<p><u>R-Pro Collection Account</u></p> <p><i>JPM Account ending 3669</i></p>	<p>R-Pro maintains one collection account (the “<u>R-Pro Collection Account</u>”) that receives customer payments and other receipts paid to R-Pro. The R-Pro Collection Account is held at JP Morgan Chase Bank, N.A. (“<u>JPM</u>”). Any amounts in the R-Pro Collection Account are manually transferred on a periodic basis to the Revlon Treasury Account.</p> <p>As of the Petition Date, the Debtors maintain an aggregate balance of \$59,724 in the R-Pro Collection Account.</p>
Disbursement Accounts	
<p><u>Revlon Disbursement Accounts</u></p> <p><i>Citibank Accounts ending 5397, 4291, 8815 & 5442</i></p>	<p>Revlon maintains four disbursement accounts at Citibank (the “<u>Revlon Disbursement Accounts</u>”) that are designated for payables related to (i) payroll (account ending 5397); (ii) employee health insurance obligations (account ending 4291); (iii) U.S. customs obligations (account ending 8815); and (iv) general accounts payable (account</p>

Accounts	Description of Accounts
	<p>ending 5442), including amounts in connection with the Debtors' Purchase Card Program.</p> <p>As of the Petition Date, the Debtors maintain an aggregate balance of \$774,547 in the Revlon Disbursement Accounts.</p>
<p><u>EA Disbursement Accounts</u> <i>BOA Accounts ending 0045, 6177, 8127, 9054, 0977 & 4126</i></p>	<p>Elizabeth Arden maintains one main disbursement account for checks ending 0045 (the "<u>EA Disbursement Account</u>"). The EA Disbursement Account is funded from the Revlon Treasury Account or the EA Operating Account on an as need basis, and such amounts are disbursed from the EA Disbursement Account to satisfy the general accounts payable of Elizabeth Arden.</p> <p>As of the Petition Date, the Debtors maintain a balance of \$0 in the main EA Disbursement Account.</p> <p>Elizabeth Arden also maintains five other disbursement accounts (ending 6177, 8127, 9054, 0977 and 4126), which accounts are currently dormant and the Debtors are in the process of closing. These accounts maintain a balance of \$2,283.</p>
<p><u>R-Pro Disbursement Accounts</u> <i>JPM Accounts ending 8509 & 3509</i></p>	<p>R-Pro maintains one main disbursement account ending 8509 (the "<u>R-Pro Disbursement Account</u>"), and one idled disbursement account ending 3509. The R-Pro Disbursement Account is funded by the Revlon Treasury Account on an as needed basis, and such amounts are disbursed from the R-Pro Disbursement Account to satisfy the general accounts payable of R-Pro as well as provide funding to non-debtor affiliate accounts in Mexico on an as needed basis.</p> <p>As of the Petition Date, the Debtors maintain a balance of \$41,911 in the main R-Pro Disbursement Account.</p>
<p><u>Intercompany Accounts</u></p>	
<p><u>EA Intercompany Accounts</u> <i>BOA Accounts ending 2579 & 2587</i></p>	<p>Elizabeth Arden maintains two accounts that are specifically dedicated to intercompany collections with respect to the Debtors' intellectual property licensing (the "<u>EA Intercompany Accounts</u>"). Amounts in these accounts are swept on a periodic basis into the EA Operating Account ending 0623 and manually transferred to either (i) the Revlon Treasury Account or (ii) the EA Disbursement Account to the extent necessary to satisfy outstanding accounts payable of Elizabeth Arden.</p> <p>As of the Petition Date, the Debtors maintain a balance of \$0 in the EA Intercompany Accounts.</p>
<p><u>Operating Accounts</u></p>	
<p><u>Revlon Operating Accounts</u></p>	<p>Revlon maintains one operating account with Citibank, and another operating account with Wells Fargo (the "<u>Revlon Operating Accounts</u>"). The Revlon Operating Account at Wells Fargo was previously tied to intercompany accounts that have been closed, and therefore has minimal activity. At this time the Revlon Operating Account at Citibank receives</p>

Accounts	Description of Accounts
<p><i>Citibank Account ending 0122²</i></p> <p><i>Wells Fargo Account ending 7175</i></p>	<p>particular customer payments. Any amounts in the Revlon Operating Accounts are manually transferred to the Revlon Treasury Account on a periodic basis.</p> <p>As of the Petition Date, the Debtors maintain a balance of \$2,833 in the Revlon Operating Accounts</p>
<p><u>EA Operating Account</u></p> <p><i>BOA Account ending 0623</i></p>	<p>Elizabeth Arden maintains one operating account with BOA (the “<u>EA Operating Account</u>”). As described above, the EA Operating Account receives intercompany collections from the EA Intercompany Accounts. The EA Operating Account is also the main disbursement account for ACH and wire payments. Any excess amounts in the EA Operating Account is transferred on a regular basis to the EA Master Collection Account and then manually transferred to the Revlon Treasury Account.</p> <p>As of the Petition Date, the Debtors maintain a balance of \$50,755 in the EA Operating Account.</p>
<p><u>R-Pro Operating Accounts</u></p> <p><i>JPM Account ending 1735</i></p>	<p>R-Pro maintains one operating account with JPM (the “<u>R-Pro Operating Account</u>”). The R-Pro Operating Account receives certain customers’ payments and, in some instances, funds the accounts payable of R-Pro. On a periodic basis, the funds in the R-Pro Operating Account are transferred to the Revlon Treasury Account.</p> <p>As of the Petition Date, the Debtors maintain a balance of \$52,576 in the R-Pro Operating Account.</p>
<p><u>Collateral Accounts</u></p>	
<p><u>Revlon Collateral Account</u></p> <p><i>JPM Account ending 7379</i></p>	<p>Revlon maintains a deposit account at JPM where the funds in such account act as cash collateral in connection with letters of credit (each, an “<u>L/C</u>”) issued by JPM for the benefit of certain Debtors (the “<u>Revlon Collateral Account</u>”). The Debtors and JPM are party to a certain assignment of deposit agreement with respect to the Revlon Collateral Account. To the extent any third-party beneficiary of a L/C issued by JPM draws on such L/C, JPM may access the JPM Collateral Account to recover the amount of the drawn L/C.</p> <p>As of the Petition Date, the Debtors maintain a balance of \$2,768,188 in the Revlon Collateral Account.</p>
<p><u>Foreign Accounts</u></p>	
<p><u>Revlon Canadian Accounts</u></p>	<p>Revlon’s Canadian operations are supported by 5 accounts (the “<u>Revlon Canadian Accounts</u>”) at TD Bank, N.A. (“<u>TD Bank</u>”). The Revlon Canadian Accounts include one main collections account (ending 3008)</p>

² The Citibank Account ending 0122 has been designated as the Adequate Assurance Account as defined in the Debtors’ Motion for Entry of an Order (A) Prohibiting Utility Providers From Altering, Refusing, or Discontinuing Utility Services, (B) Determining Adequate Assurance of Payment for Future Utility Services, (C) Establishing Procedures for Determining Adequate Assurance of Payment, and (D) Granting Related Relief, filed concurrently herewith.

Accounts	Description of Accounts
<p><i>TD Bank Accounts ending 3008, 6715, 4633, 6909 & 3420</i></p>	<p>(the “<u>Revlon Canadian Collections Account</u>”) and four disbursement accounts (the “<u>Revlon Canadian Disbursement Accounts</u>”) related to (i) payments to Concur Solutions, with respect to Debtors’ reimbursable expense management program and invoice software (account ending 6715); (ii) payroll (account ending 4633); (iii) disbursements made in USD currency (account ending 6909) and (iv) disbursements made in CAD currency (account ending 3420). Any excess cash in the Revlon Canadian Collections Account is transferred periodically to the Revlon Treasury Account. As currency needs demand, funds are transferred from the Revlon Treasury Account to the Revlon Canadian Collections Account, and then funded to the various other Revlon Canadian Accounts, as applicable.</p> <p>As of the Petition Date, the Debtors maintain an aggregate balance of \$3,753,743 in the Revlon Canadian Accounts.</p>
<p><u>Revlon United Kingdom Accounts</u></p> <p><i>Citibank Accounts ending 1012, 2373, 1020 & 8318</i></p> <p><i>Barclays plc Account ending 7628</i></p>	<p>Revlon’s United Kingdom operations are supported by a main operating account (ending 1012) (the “<u>Revlon UK Operating Account</u>”) denominated in GBP with two sub-accounts (ending 2373 and 1020) for effecting disbursements in different currencies (USD and Euro), and a separate disbursement account (ending 8318) for GBP disbursements (accounts ending 2373, 1020 and 8318 collectively, the “<u>Revlon UK Disbursement Accounts</u>”). The Revlon business also maintains a United Kingdom account at Barclays plc that receives customer payments that flow up to the Revlon UK Operating Account. Any excess cash in the Revlon UK Operating Account is transferred periodically to the Revlon Treasury Account via a non-debtor affiliate operating account in Spain. As needed, the Revlon Treasury Account also transfers funds to the Revlon UK Operating Account via the non-debtor affiliate operating Account in Spain, which in turn are transferred to the Revlon UK Disbursement Accounts to enable Revlon’s United Kingdom operations to satisfy their accounts payable.</p> <p>As of the Petition Date, the Debtors maintain an aggregate balance of \$413,146 in the Revlon UK Operating Account and Revlon UK Disbursement Accounts.</p>
<p><u>EA Canadian Accounts</u></p> <p><i>BOA Accounts ending 6219 & 6201</i></p>	<p>Elizabeth Arden maintains two Canadian accounts: (i) one disbursement account (ending 6219) (the “<u>EA Canadian Disbursement Account</u>” and, collectively with the Revlon Disbursement Accounts, the EA Disbursement Accounts, the R-Pro Disbursement Accounts, the Revlon Canadian Disbursement Accounts and the Revlon UK Disbursement Accounts, the “<u>Disbursement Accounts</u>”); and (ii) one collections account (ending 6201) (the “<u>EA Canadian Collection Account</u>”). Collections from customer payments to the EA Canadian Collection Account are swept on a periodic basis to the EA Operating Account ending 0623, and then transferred to the Revlon Treasury Account on a regular basis. The EA Canadian Disbursement Account is funded on an as needed basis by the Revlon Treasury Account, and then disbursements from the EA Disbursement Account to satisfy accounts payable.</p>

Accounts	Description of Accounts
	As of the Petition Date, the Debtors maintain an aggregate balance of \$1,659,731 in the EA Canadian Collection Account and EA Canadian Disbursement Account.
<p><u>EA United Kingdom Accounts</u></p> <p><i>HSBC Accounts ending 3405, 7556 8217 & 9135</i></p>	<p>Elizabeth Arden’s United Kingdom operations consist of four bank accounts. There are two operating accounts (ending 3405 held at HSBC Dublin, and ending 7556 held at HSBC London), which are denominated in EUR and facilitate the collection of customer receipts, vendor disbursements and intercompany transfers (collectively the “<u>EA UK Operating Accounts</u>”). There are also two sub-accounts (ending 8217 and 9135) for effecting disbursements in different currencies (GBP and EUR) (collectively the “<u>EA UK Disbursement Accounts</u>”). Funds from the EA United Kingdom Accounts are transferred on a periodic basis to the EA Operating Account ending 0623 via a non-debtor affiliate operating account in Switzerland, and then transferred to the Revlon Treasury Account on a regular basis.</p> <p>As of the Petition Date, the Debtors maintain an aggregate balance of \$763,416 in the EA UK Operating Accounts and EA UK Disbursement Accounts.</p>
<u>Puerto Rico Accounts</u>	
<p><u>Revlon Puerto Rico Accounts</u></p> <p><i>Citibank Accounts ending 5584 & 5698</i></p> <p><i>BNY Mellon Account ending 8036</i></p>	<p>Revlon’s Puerto Rico operations consist of a main operating account (ending 5584) (the “<u>Revlon PR Operating Account</u>”) denominated in USD with two sub-accounts: (i) a collections account (ending 8036) (the “<u>Revlon PR Collections Account</u>”); and (ii) a disbursement account (ending 5698) (the “<u>Revlon PR Disbursement Account</u>” and, together with the Revlon PR Operating Account and the Revlon PR Collections Account, the “<u>Revlon Puerto Rico Accounts</u>”). Any excess cash in the Revlon PR Operating Account is transferred periodically to the Revlon Treasury Account. As needed, the Revlon Treasury Account also transfers funds to the Revlon PR Operating Account.</p> <p>As of the Petition Date, the Debtors maintain an aggregate balance of \$862,983 in the Revlon Puerto Rico Accounts.</p>
<u>Investment Accounts</u>	
<p><u>Revlon Investment Accounts</u></p> <p><i>Accounts ending 3753 & 5030</i></p>	<p>Debtor Revlon Consumer Products Corporation currently maintains two investment accounts: one at Cowen & Company (ending 3753) and one at Goldman Sachs (ending 5030) (collectively, the “<u>Investment Accounts</u>”). The Investment Accounts are dormant, legacy accounts that the Debtors intend to close. To the best of the Debtors’ current knowledge and belief, the Debtors do not maintain funds in the Investment Accounts.</p>

68. I believe that the Cash Management System is similar to those commonly employed by businesses comparable in size and scale to the Debtors. Indeed, large businesses use

integrated systems to help control funds, ensure cash availability for each entity, and reduce administrative expenses by facilitating the movement of funds among multiple corporate entities. I therefore believe that the Cash Management System is vital to the Debtors' ability to conduct their daily operations, including receiving revenue and paying their vendors, employees, and stakeholders. Any disruption of the Cash Management System would accordingly be materially detrimental to the Debtors' operations.

C. Bank Fees

69. In the ordinary course of business, the Debtors incur periodic service charges and other fees in connection with the maintenance of the Cash Management System (the "Bank Fees"), which average approximately \$85,000 per month. The Bank Fees for each month are paid in arrears and are automatically deducted from the Debtors' Bank Accounts as they are assessed by their respective Cash Management Banks. The Debtors estimate that they owe their Cash Management Banks approximately \$85,000 as of the Petition Date on account of Bank Fees, the entirety of which will become due and payable within the first 25 days after the Petition Date. To maintain the integrity of their Cash Management System, I believe that it is necessary and appropriate for the Court to grant the Debtors authority to pay prepetition Bank Fees, in addition to any other Bank Fees for prepetition transactions that are charged postpetition, and to continue to pay the Bank Fees in the ordinary course of business.

D. The Debtors' Purchaser Cards

70. As part of the Cash Management system, the Debtors have provided certain employees with access to purchase cards (the "Purchase Cards"), travel cards and travel platinum travel cards (together, the "Travel Cards") issued by American Express (collectively, the "Purchase Card Program"). The Purchase Cards and Travel Cards are utilized for approved

business expenses and supplies incurred on behalf of the Debtors in the ordinary course of business. Costs incurred through use of the Travel Cards are paid directly by each employee and subsequently reimbursed by the Debtors on a weekly basis. Costs incurred through use of the Purchase Cards are paid directly by the Debtors on a weekly basis. On average, in the twelve months leading up to the Petition Date, the Debtors accrued and paid approximately \$300,000 per month on account of the Purchase Card Program. As of the Petition Date, the Debtors estimate they owe approximately \$350,000 on account of the Purchase Cards and Travel Cards. The Debtors seek authority to continue the Purchase Card Program in the ordinary course on a postpetition basis consistent with past practice and to pay any prepetition amounts related to the Purchase Cards to avoid interrupted service.

E. Business Forms

71. As part of their Cash Management System, the Debtors utilize a variety of preprinted business forms, including checks, letterhead, correspondence forms, invoices, and other business forms in the ordinary course of business (collectively, the “Business Forms”). To avoid the distraction and unnecessary expense to their estates, the Debtors request authorization to continue using all of the Business Forms in existence before the Petition Date, without reference to the Debtors’ status as chapter 11 debtors in possession, rather than requiring the Debtors to incur the expense and delay of ordering new Business Forms as required by the U.S. Trustee Guidelines. The Debtors submit that once they have exhausted their existing stock of Business Forms, they will ensure that any new Business Forms are clearly labelled “Debtor in Possession,” and with respect to any Business Forms that exist or are generated electronically, the Debtors shall ensure that such electronic Business Forms are clearly labelled “Debtor in Possession.”

F. Intercompany Transactions

72. The Debtors operate as a global enterprise and in the ordinary course of business, the Debtors maintain and engage in business relationships with each other and with their non-debtor affiliates (the "Intercompany Transactions") resulting in intercompany receivables and payables (the "Intercompany Claims").³ The Intercompany Transactions cover a number of different categories, including, among other things, intercompany accounts receivable and accounts payable, they payment of licensing fees or royalties among the Debtors and among Debtors and non-debtor affiliates.

73. These Intercompany Transactions occur as part of the daily operation of the Cash Management System, and at any given time there may be Intercompany Claims owing between Debtors or between Debtors and non-debtor affiliates in connection with the receipt and disbursement of funds, including among the Debtors' Bank Accounts and non-Debtor foreign bank accounts, and there may be recognitions of offsets between Debtors or between Debtors and non-debtor affiliates. For example, by the operation of the Cash Management System, the Debtors transfer funds out of the Revlon Treasury Account into various Disbursement Accounts and create intercompany balances among the Debtors. Each payment from a Debtor and each bookkeeping entry between Debtors and between Debtors and non-debtor affiliates on account of an Intercompany Transaction is an essential component of the Cash Management System.

³ Because the Debtors engage in Intercompany Transactions on a regular basis and such transactions are common among enterprises similar to the Debtors, the Debtors believe the Intercompany Transactions are ordinary course transactions within the meaning of section 363(c)(1) of the Bankruptcy Code and, thus, do not require the Court's approval. Nonetheless, out of an abundance of caution, the Debtors are seeking express authority to engage in such transactions on a postpetition basis. The continued performance of the ordinary course Intercompany Transactions are integral to ensuring the Debtors' ability to operate their businesses.

74. With respect to all Intercompany Transactions among the Debtors and non-debtor affiliates, the Debtors track all fund transfers electronically in their accounting system and can ascertain, trace, and account for Intercompany Transactions. The Debtors' Intercompany Transactions are completely integrated within the Cash Management System. Specifically, by operation of the Cash Management System and in the ordinary course of business, the Revlon Treasury Account interacts with all of the Debtors' affiliates outside of North America by transferring funds to, and receiving funds from, certain non-debtor affiliate operating accounts in Spain (for the Revlon business) and Switzerland (for the Elizabeth Arden business). These non-debtor affiliate operating accounts exist only as intermediaries to transfer funds between the Revlon Treasury Account and the foreign affiliates. If these Intercompany Transactions were to be discontinued, the Cash Management System and related administrative controls would be disrupted to the detriment of the Debtors' estates.

75. To ensure each individual Debtor will not permanently fund the operations of any affiliate, the Debtors respectfully request that, pursuant to sections 503(b) and 364(c)(1) of the Bankruptcy Code, all Intercompany Claims against any Debtor by another Debtor arising after the Petition Date as a result of postpetition payments on account of ordinary course Intercompany Transactions be accorded administrative expense status. If Intercompany Claims are given administrative expense status, each entity utilizing funds flowing through the Cash Management System should continue to bear ultimate repayment responsibility for its ordinary course Intercompany Transactions, reducing the risk that these transactions would jeopardize the recoveries available to the Debtors' creditors. Moreover, the Debtors request the authority to continue the Intercompany Transactions in a manner consistent with historical practices to enable the Debtors to smoothly transition into chapter 11 and ensure certain of the Debtors' revenue

streams are not impacted. For the avoidance of doubt, except as otherwise provided in the DIP Order with respect to the Intercompany DIP Obligations, the Intercompany Claims shall be unsecured, and rank junior in priority to the DIP Obligations and the 507(c) Claims. The relief requested herein will ensure that each Debtor receiving payments from another Debtor will continue to bear ultimate repayment responsibility for its ordinary course Intercompany Transactions, reducing the risk that these transactions would jeopardize the recoveries available to the Debtors' creditors. For the avoidance of doubt, the Debtors do not seek authority to pay prepetition Intercompany Claims owed to non-Debtor affiliates.

76. The Debtors' intercompany activities represent a substantial and necessary portion of the Debtors' business operations. As described herein, the Intercompany Transactions are an essential and integral component of the Debtors' operations and centralized Cash Management System.

G. Compliance of the Bank Accounts with Section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines

77. I understand that the majority of the Bank Accounts comply with Section 345(b) of the Bankruptcy Code because such Bank Accounts are maintained at banks insured by federal agencies, such as the Federal Deposit Insurance Corporation (the "FDIC").⁴ As of the Petition Date, the Debtors maintained Bank Accounts at Citibank, TD Bank, JPM, BOA, Wells Fargo, BNYM, and SunTrust, each of which is insured by the FDIC; however, the Bank Account held at Barclays plc is not insured by the FDIC. Additionally, Citibank, TD Bank, JPM, BOA, Wells Fargo, and SunTrust are designated as authorized depositories by the U.S. Trustee pursuant to the U.S. Trustee Guidelines. BNYM and Barclays plc are not designated as authorized

⁴ See 11 U.S.C. § 345(b).

depositories pursuant to the U.S. Trustee Guidelines. Nevertheless, the Debtors believe that Barclays plc is well-capitalized and financially stable institution and the Debtors therefore request that the Court waive the U.S. Trustee Guidelines in this respect. Further, as of the Petition Date, the only Bank Account held at Barclays plc holds less than \$250,000.

78. In addition to the above Bank Accounts, the Debtors also have two Investment Accounts, including one at Cowen & Company and one at Goldman Sachs. None of the Investment Accounts are FDIC insured. However, the Investment Accounts are dormant, legacy accounts that, to the best of the Debtors' information and belief, each had a \$0.00 balance as of the Petition Date. The Debtors intend to close the Investment Accounts as soon as practicable.

H. Necessity of Cash Management System and Intercompany Transactions

79. I believe that the Cash Management System constitutes an ordinary course and essential business practice of the Debtors, and is consistent with those utilized by corporate enterprises comparable to the Debtors in size and complexity. The Cash Management System provides significant benefits to the Debtors including, among other things, the ability to control corporate funds, to ensure the availability of funds when necessary, and to reduce costs and administrative expenses by facilitating the movement of funds and developing timely and accurate account balance information. Thus, to ensure the seamless operation of the Debtors' businesses and to realize the benefits of the Cash Management System, I believe that the Debtors should be allowed to continue using the Cash Management System, including the payment of Bank Fees and the maintenance of the Purchase Card Program, and should not be required to open new bank accounts.

80. Any disruption to the Debtors' current cash management procedures would impair the Debtors' ability to successfully administer these chapter 11 cases. It would be time

consuming, difficult, and costly for the Debtors to establish an entirely new system of accounts and a new cash management system. The attendant delays from revising cash management procedures and redirecting receipts would create unnecessary pressure on the Debtors and their employees while they work to meet the other administrative obligations imposed by chapter 11. The Debtors will maintain records of all transfers within the Cash Management System to the same extent they were recorded by the Debtors before the Petition Date. As a result, the Debtors will be able to document and record the transactions occurring within the Cash Management System for the benefit of all parties in interest.

81. Furthermore, I believe that the Debtors can achieve the goals of the U.S. Trustee Guidelines without closing their existing Bank Accounts and opening new ones. The Debtors can and will identify all prepetition checks and other forms of payment outstanding on the Petition Date and notify the appropriate bank not to pay such checks or obligations without proper authorization. The systems currently employed by the Debtors and the Banks are sufficient to ensure that prepetition obligations are not paid improperly. However, to avoid delays in payments to administrative creditors, to ensure a transition into chapter 11 with minimal disruption, and to aid in the Debtors' efforts to preserve and maximize the value of their assets, it is important that the Debtors be permitted to continue to maintain the Bank Accounts with the same account numbers following the Petition Date.

82. By preserving business continuity and avoiding disruption and delay to the collection of the Debtors' receipts and making of disbursements that would necessarily result from closing the Bank Accounts and opening new accounts, I believe that all parties in interest, including employees, vendors, and customers, will be best served. The confusion that would

result absent the relief requested in the Cash Management Motion would ill serve the Debtors' chapter 11 efforts.

83. Given the discussion herein, if the Debtors are not permitted to maintain and utilize their Bank Accounts and continue to use their existing checks as set forth herein, I believe it would (a) disrupt the ordinary financial affairs and business operations of the Debtors, (b) delay the administration of the Debtors' estates, (c) compromise the Debtors' internal controls and accounting system, and (d) require the Debtors to spend funds unnecessarily to set up new systems and open new accounts and print new checks. Accordingly, I believe the relief requested in the Cash Management Motion should be granted.

84. Finally, the Intercompany Transactions are made between and among Debtors and non-Debtor affiliates in the ordinary course as part of the Cash Management System. Because the Debtors engage in the Intercompany Transactions described herein on a regular basis and such transactions are common among large enterprises similar to the Debtors, I believe that the Intercompany Transactions are ordinary course transactions.

85. Moreover, the continued performance of ordinary course Intercompany Transactions and the payment of the Intercompany Claims arising therefrom is necessary to ensure the Debtors' ability to operate their businesses during these chapter 11 cases. If the Intercompany Transactions were to be discontinued, the Cash Management System, related administrative controls, and the Debtors' overall business operations would be disrupted, if not halted in full, to the Debtors' and each of their estates' detriment. Accordingly, I believe that the continued performance of the Intercompany Transactions, including the payment of postpetition Intercompany Claims that arise therefrom, is in the best interest of the Debtors' estates and their creditors and, therefore, the Debtors should be permitted to continue such

performance and pay applicable claims. Furthermore, I believe that granting administrative expense priority status to Intercompany Claims of non-Debtor affiliates on account of Intercompany Transactions will preserve substantial value and business relationships benefiting the Debtors' estates, prevent unnecessary disruptions to the Debtors' businesses, and ensure continued performance under the Debtors' prepetition business arrangements with their non-Debtor affiliates.

VIII. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief (the "Wages Motion")

86. Pursuant to the Wages Motion, the seek entry of interim and final orders (a) authorizing the Debtors to (i) pay prepetition wages, salaries, other compensation, and reimbursable expenses, and (ii) continue employee benefits programs in the ordinary course of their businesses, including payment of certain prepetition obligations related thereto, each subject to the caps and limits set forth herein, and (b) granting related relief.

87. As of the Petition Date, the Debtors employ approximately 2,823 employees working in both full- and part-time positions, including salaried and hourly employees, those that work on commission, administrative support staff, and other personnel. Of these employees, approximately 2,453 are located in the United States (the "U.S. Employees"), and approximately 370 are located outside of the United States in Canada and the United Kingdom (the "Non-U.S. Employees" and, together with the U.S. Employees, the "Employees").

88. In addition to the Employees, the Debtors also periodically retain personnel as independent contractors (the "Independent Contractors") or temporary workers (the "Temporary Staff"). The Independent Contractors perform crucial roles for the Debtors' various businesses

(e.g., sourcing), while others perform discrete consulting services (e.g., IT and marketing). Temporary Staff fulfill certain duties on both a short- and long-term basis including, among other things, warehouse duties and general office services. The number of Temporary Staff and Independent Contractors fluctuates based on the Debtors' specific needs at any given time.

89. The Independent Contractors and Temporary Staff are a critical supplement to the efforts of the Employees and provide the Debtors with the flexibility to adapt their work force to fluctuating labor needs. Certain of these individuals are highly trained and have an essential working knowledge of the Debtors' businesses that the Debtors cannot easily replace, particularly in the wake of the COVID-19 pandemic. Without the services of these individuals, the Debtors' reorganization efforts will be threatened.

90. The Employees, Independent Contractors, and Temporary Staff rely on their compensation and benefits to pay their daily living expenses and support their families. If the Debtors are unable to meet and sustain their payroll and benefits obligations as set forth herein, these workers may suffer significant financial harm and be forced to seek employment elsewhere. Consequently, the Debtors respectfully submit that the relief requested herein is necessary and appropriate under the facts and circumstances of these chapter 11 cases.

91. The Debtors seek authority to pay the aggregate amounts related to prepetition amounts owed on account of the Employee Compensation and Benefits Programs set forth in the table below:

Employee Compensation and Benefit Programs	<u>Interim</u> <u>Amount</u>	<u>Final</u> <u>Amount</u>
Compensation, Deductions, and Payroll Taxes		
Unpaid Net Compensation	\$1,000,000	\$1,000,000
Temporary Staff Fees	\$4,400,000	\$5,100,000
Independent Contractors Obligations	\$700,000	\$700,000
Commissions	\$50,000	\$50,000

Employee Compensation and Benefit Programs	<u>Interim Amount</u>	<u>Final Amount</u>
Non-Insider Non-Union Severance (Final Basis Only for former Employees)	\$0	\$1,256,000
Union Severance Program (Final Basis Only for former Employees)	\$0	\$298,000
Global Annual Bonus Program (Non-Insiders and Final Order Only)	\$0	TBD
MCG Sales Bonus Program (Non-Insiders Only) ⁵	\$31,000	\$31,000
Non-Insider Cash TIP (Non-Insiders and Final Order Only) ⁶	\$0	\$860,000
Expenses	\$220,000	\$220,000
Concur Fees	\$6,000	\$6,000
Deductions	\$200,000	\$200,000
Employer Payroll Taxes	\$100,000	\$3,300,000
Employee Payroll Taxes	\$400,000	\$400,000
Payroll Processing Fees	\$50,000	\$50,000
Employee Benefit Programs		
Medical Claims	\$2,100,000	\$5,250,000
Employer Medical Plan Expenses	\$580,000	\$580,000
Dental Claims	\$140,000	\$350,000
Employer Dental Plan Expenses	\$38,000	\$38,000
Supplemental Plans	\$620,000	\$620,000
U.S. FSA Employee Contributions	\$45,000	\$45,000
U.S. FSA Fees	\$6,000	\$6,000
Canadian FSA	\$6,000	\$6,000
Canadian FSA Fees	\$6,000	\$6,000
Standard Life and AD&D Insurance	\$290,000	\$290,000
U.S. Short-Term Disability Benefits	\$430,000	\$430,000
Canada Disability Benefits	\$7,000	\$7,000
Workers' Compensation Claims	\$10,000	\$400,000
Canadian Workers' Compensation Premiums	\$3,000	\$3,000
Business Travel Accident Insurance	\$0	\$0
Non-Represented Employee 401(k) Contributions	\$640,000	\$640,000
Non-Represented Employee 401(k) Match and Fees	\$360,000	\$360,000
Represented Employees 401(k) Plan	\$6,000	\$156,000
Canadian Savings Plan Employee Contributions	\$12,000	\$12,000
Canadian Savings Plan Match	\$7,000	\$7,000

⁵ The amounts listed in this table on account of the MCG Sales Bonus Program reflect the maximum amount payable on account of such program on the next payment date of July 15, 2022, and not prepetition amounts due as of the Petition Date.

⁶ The amounts listed in this table on account of the Non-Insider Cash TIP reflect the maximum amount payable on account of such program on the next payment date of June 30, 2023, and not prepetition amounts due as of the Petition Date.

Employee Compensation and Benefit Programs	<u>Interim Amount</u>	<u>Final Amount</u>
U.K. Savings Plan	\$40,000	\$40,000
U.S. Qualified Pension Plans	\$0	\$700,000
U.S. Actuarial Fees	\$30,000	\$30,000
Union MEPP	\$4,000	\$200,000
Canadian Pension Plan	\$6,000	\$6,000
U.K. Pension Plan	\$30,000	\$30,000
WTW Actuarial Fees	\$38,000	\$38,000
Time-Off Benefits	\$0	\$650,000
Additional Programs	\$59,000	\$138,000
Total	\$12,670,000	\$24,509,000

92. The Debtors seek authority to pay the aggregate amounts related to prepetition amounts owed on account of the Employee Compensation and Benefits Programs set forth in the table below:

93. I believe that the Employees provide the Debtors with services necessary to conduct the Debtors' business, and that absent the payment of the Employee compensation and benefits owed to the Employees, the Debtors may experience significant employee turnover and instability at this critical time in these Chapter 11 Cases. Additionally, a significant portion of the value of the Debtors' business is tied to their workforce, which cannot be replaced without significant cost and efforts—which may not even be possible given the overhang of these Chapter 11 Cases.

94. I therefore believe that payment of certain prepetition obligations with respect to the Employee Compensation and Benefits is a necessary and critical element of the Debtors' efforts to preserve value and will give the Debtors the greatest likelihood to retain the Employees as the Debtors seek to operate their business in these Chapter 11 Cases. For these reasons, the relief requested in the Wages Motion is in the best interests of the Debtors, their creditors and all other parties-in-interest.

IX. Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing Debtors to Continue and Renew Their Surety Bond Program and (B) Granting Related Relief (the "Surety Bond Motion")

95. By the Surety Bond Motion, the Debtors seek interim and final orders(a) authorizing the Debtors to continue and renew their Surety Bond Program (as defined herein) in the ordinary course of their businesses consistent with historical practice, and (b) granting related relief.

96. In the ordinary course of their businesses, certain statutes, rules, and regulations require that the Debtors provide surety bonds to certain third parties, often to governmental units or other public agencies, to secure the Debtors' payment or performance of certain obligations (the "Surety Bond Program"). These obligations include, among other things, customs liabilities. For example, the Debtors are required to post a customs bond with the U.S. Customs and Border Protection Bureau to ensure the Debtors' compliance with import duties, taxes, and fees. See 19 C.F.R. § 113.62. Without the Surety Bond Program, the Debtors would not be able to continue importing products across U.S. borders. As is evident with their customs bonds, the Surety Bond Program secures essential obligations necessary for the Debtors' global operations. As such, failing to provide, maintain, or timely replace their surety bonds will prevent the Debtors from undertaking essential functions related to their operations..

97. The Debtors have outstanding surety bonds issued by Western Surety Company, American Casualty Company of Reading, PA, Westchester Fire Insurance Company (Chubb), Atlantic Specialty Insurance Company, and Continental Casualty Company (collectively, the "Sureties"). The following table summarizes the surety bonds currently maintained by the Debtors.

98. The premiums for the surety bonds (the “Premiums”) generally are determined and are paid by the Debtors on an annual basis. As of the Petition Date, the Debtors owe approximately \$15,000 on account of the Premiums, substantially all of which may come due within the first 25 days after the Petition Date.

99. The Debtors obtain their surety bonds through their surety brokers Marsh, LLC (“Marsh”) and C.A. Shea & Company and its affiliates (together with Marsh, the “Surety Brokers”). The Surety Brokers assist the Debtors in, among other things, obtaining the surety bonds and evaluating bond offerings. They also help the Debtors with the procurement and negotiation of the surety bonds, enabling the Debtors to obtain the bonds on advantageous terms and at competitive rates. The Debtors pay the Surety Brokers a commission for all brokerage services (the “Brokerage Fees”), which are generally paid as part of the premium payments for each surety bond. As of the Petition Date, the Debtors do not believe they owe any amounts on account of the Brokerage Fees.

100. The Debtors must be able to provide financial assurance to state governments, regulatory agencies, and other third parties to continue their business operations during the chapter 11 process. This requires the Debtors to maintain the existing Surety Bond Program, including, without limitation, by: (a) paying surety bond premiums as they come due; (b) renewing or acquiring additional bonding capacity as needed in the ordinary course of their businesses; (c) requesting releases from duplicate bonding obligations; (d) canceling, revising, and/or supplementing surety bonds; (e) maintaining existing collateral; (f) posting new or additional collateral or issuing letters of credit; (g) replacing the Surety Brokers as may be necessary; and (h) executing other agreements in connection with the Surety Bond Program.

101. The nature of the Debtors’ businesses and the extent of their operations make it necessary for the Debtors to maintain their Surety Bond Program on an ongoing and uninterrupted basis. The nonpayment of any Surety Bond Obligations under the Surety Bond Program could result in the Issuers terminating or declining to renew their Surety Bonds or refusing to provide Surety Bonds to the Debtors in the future. If any Surety Bonds lapse without renewal, or the Debtors are unable to obtain new Surety Bonds for certain purposes, the Debtors could default on various legal, regulatory, or contractual obligations, which could severely disrupt or otherwise idle the Debtors’ operations to the detriment of all parties in interest. For example, failure to maintain the required Surety Bonds could cause the Debtors to be in violation of their obligations under federal or state law.

<u>Debtor</u>	<u>Obligee</u>	<u>Surety</u>	<u>Policy Number</u>	<u>Nature of Bond</u>	<u>Approximate Aggregate Bond Amount</u>
Revlon Puerto Rico Inc.	U.S. Customs and Border Protection	American Casualty Company of Reading, PA	000113005	Customs & Excise Tax	\$50,000
Revlon Consumer Products Corporation	U.S. Customs and Border Protection	Westchester Fire Insurance Company (Chubb)	060106006	Customs & Excise Tax	\$200,000
Elizabeth Arden Inc.	U.S. Customs and Border Protection	Western Surety Company	190808187	Customs & Excise Tax	\$500,000
Revlon Consumer Products Corporation	U.S. Customs and Border Protection	Western Surety Company	210708104	Customs & Excise Tax	\$1,700,000
Revlon Consumer Products Corporation	US Department of Treasury, Alcohol and Tobacco Tax and Trade Bureau	American Casualty Company of Reading, PA	500814099	Financial Guarantee	\$2,100

<u>Debtor</u>	<u>Obligee</u>	<u>Surety</u>	<u>Policy Number</u>	<u>Nature of Bond</u>	<u>Approximate Aggregate Bond Amount</u>
Revlon Consumer Products Corporation	US Department of Treasury, Alcohol and Tobacco Tax and Trade Bureau	American Casualty Company of Reading, PA	500814216	License & Permit	\$100,000
Revlon Canada, Inc.	Canada Border Services Agency	Continental Casualty Company	58636416	Customs & Excise Tax	\$13,008
Revlon Canada, Inc.	Our Sovereign Lady the Queen, her heirs and successors, as represented by the Minister of National Revenue	Continental Casualty Company	58636432	Customs & Excise Tax	\$1,592
Roux Laboratories, Inc.	U.S. Customs and Border Protection	Atlantic Specialty Insurance Company (US)	800043753	Customs & Excise Tax	\$200,000
Revlon Consumer Products Corporation	U.S. Customs and Border Protection	American Casualty Company of Reading, PA	940531012	Customs & Excise Tax	\$50,000
Elizabeth Arden Inc.	U.S. Customs and Border Protection	Western Surety Company	SEB14566	Customs & Excise Tax	\$628,733
Elizabeth Arden Inc.	U.S. Customs and Border Protection	Western Surety Company	SEB14567	Customs & Excise Tax	\$39,889
Elizabeth Arden Inc.	U.S. Customs and Border Protection	Western Surety Company	SEB14568	Customs & Excise Tax	\$116,452
Elizabeth Arden Inc.	U.S. Customs and Border Protection	Western Surety Company	SEB14569	Customs & Excise Tax	\$124,576
Elizabeth Arden Inc.	U.S. Customs and Border Protection	Western Surety Company	SEB14570	Customs & Excise Tax	\$2,058
Elizabeth Arden Inc.	U.S. Customs and Border Protection	Western Surety Company	SEB14571	Customs & Excise Tax	\$217,133
Elizabeth Arden Inc.	U.S. Customs and Border Protection	Western Surety Company	SEB14572	Customs & Excise Tax	\$289,452
Elizabeth Arden Inc.	U.S. Customs and Border Protection	Western Surety Company	SEB14573	Customs & Excise Tax	\$289,452

<u>Debtor</u>	<u>Obligee</u>	<u>Surety</u>	<u>Policy Number</u>	<u>Nature of Bond</u>	<u>Approximate Aggregate Bond Amount</u>
Elizabeth Arden Inc.	U.S. Customs and Border Protection	Western Surety Company	SEB14574	Customs & Excise Tax	\$11,378
Elizabeth Arden Inc.	U.S. Customs and Border Protection	Western Surety Company	SEB14585	Customs & Excise Tax	\$129,576
				Total	\$4,665,399

102. The nature of the Debtors' businesses and the extent of their operations make it necessary for the Debtors to maintain their Surety Bond Program on an ongoing and uninterrupted basis. The nonpayment of any Surety Bond Obligations under the Surety Bond Program could result in the Issuers terminating or declining to renew their Surety Bonds or refusing to provide Surety Bonds to the Debtors in the future. If any Surety Bonds lapse without renewal, or the Debtors are unable to obtain new Surety Bonds for certain purposes, the Debtors could default on various legal, regulatory, or contractual obligations, which could severely disrupt or otherwise idle the Debtors' operations to the detriment of all parties in interest. For example, failure to maintain the required Surety Bonds could cause the Debtors to be in violation of their obligations under federal or state law.

103. Accordingly, I believe that the continuation of the Surety Bond Program, the payment of postpetition obligations arising under the Surety Bond Program, and the posting of new or additional collateral in favor of the existing or any new issuers to secure any Surety Bonds in the Surety Bond Program, including in connection with either the maintenance or renewal of any existing Surety Bonds or the entry into new Surety Bonds, are therefore necessary to preserving the Debtors' businesses and the value of the Debtors' estates for all stakeholders.

104. Furthermore, I believe that the Surety Bond Program is ordinary for the type, size, and nature of the Debtors' businesses, and is accordingly also consistent with the reasonable expectations of creditors, who would expect the Debtors to continue complying with their obligations under law. Moreover, I believe that the Surety Bond Program is consistent with industry practice. The Surety Bond Program has been a part of the Debtors' business operations for decades and all competitors in the Debtors' line of business would be expected to have similar surety bond programs in order to engage in international wholesale operations.

IX. Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing Payment of Certain Prepetition Taxes and Fees and (B) Granting Related Relief (the "Taxes and Fees Motion").

105. In the ordinary course of business, the Debtors collect and incur sales, use, excise, property, and other business, environmental, and regulatory taxes, fees, and assessments (collectively, the "Taxes and Fees"). The Debtors pay or remit Taxes and Fees to various federal, state, provincial, and local governments, including taxing and licensing authorities (collectively, the "Governmental Authorities"), reflected on a schedule attached to the Taxes and Fees Motion as Exhibit C, in accordance with applicable laws, regulations, and permits. Taxes and Fees are remitted and paid by the Debtors through checks and electronic transfers that are processed by their banks and other financial institutions.

106. The Debtors estimate that approximately \$28,009,600.00 in Taxes and Fees is outstanding as of the Petition Date or otherwise relates to the prepetition period and will become due and owing to the Governmental Authorities in the ordinary course after the Petition Date. The Debtors further estimate that approximately \$14,711,000.00 in Taxes and Fees outstanding as of the Petition Date or otherwise relating to the prepetition period are or will become due to

the Governmental Authorities after the Petition Date and before a final hearing on the Taxes and Fees Motion.

107. The Debtors pay the Taxes and Fees on a periodic basis, remitting them to the respective Authorities, landowner, or lessor semimonthly, monthly, quarterly, or annually, depending on the nature and incurrence of a particular Tax or Fee. The Debtors seek the authority to pay Taxes and Fees that: (a) were incurred and became due prepetition but were not paid prepetition, or were paid in an amount less than actually owed; (b) had prepetition payments that were lost or otherwise not received in full; or (c) were incurred for prepetition periods and become due after the Petition Date, up to an aggregate of \$15 million. The Taxes and Fees are summarized as follows:

108. The following table contains a summary of the Taxes and Fees:

Category	Description	Approximate Amount Due as of Petition Date	Approximate Amount Due Within 25 Days of Petition Date
Sales and Use, VAT, and GST Taxes	<p>The Debtors incur liability to remit sales, use, gross receipts and related taxes in various states in connection with the sale of goods and services in those jurisdictions (collectively, the “<u>Sales and Use, VAT, and GST Taxes</u>”).</p> <p>Depending on the applicable jurisdiction, Sales and Use, VAT, and GST Taxes are due monthly, quarterly, semi annually, or annually.</p> <p>The Debtors pay direct and indirect taxes and fees imposed by foreign Governmental Authorities that are required to conduct their businesses in the ordinary course.</p>	\$6,460,300.00	\$4,347,400.00
Real Property Taxes	The Debtors pay property taxes directly to Governmental Authorities on account of production plants, offices, work place locations, and any personal movable property that the	\$2,898,800.00	\$1,435,900.00

Category	Description	Approximate Amount Due as of Petition Date	Approximate Amount Due Within 25 Days of Petition Date
	<p>Debtors use in the operation of their businesses (the “<u>Real and Personal Property Taxes</u>”).</p> <p>The Debtors pay Real and Personal Property Taxes to the relevant Governmental Authorities on a quarterly, semi-annual, or annual basis, depending on the applicable jurisdiction.</p>		
Income Taxes	<p>The Debtors pay estimated annual foreign, federal, state, provincial, and local income taxes in advance on a quarterly, semi-annual, or annual basis (the “<u>Income Taxes</u>”). At this time, the Income Tax amounts set forth herein are estimates only and the Debtors’ fiscal year 2022 taxable income has not yet been finally determined.</p>	\$9,557,700.00	\$5,496,000.00
Other Taxes	<p>The Debtors remit other taxes and fees required to operate their businesses in certain jurisdictions, including customs and duties, registration fees, mercantile taxes, commercial activity taxes, annual report fees, and for the avoidance of doubt, the NYC Commercial Rent Tax.</p>	\$9,092,800.00	\$3,431,700.00
Total		\$28,009,600.00	\$14,711,000.00

109. The Debtors believe that failing to remit or pay the Taxes and Fees could materially disrupt the Debtors’ business operations in several ways. *First*, failing to remit or pay certain of the Taxes and Fees likely would cause the Debtors to lose their ability to conduct business in certain jurisdictions. *Second*, the Governmental Authorities could initiate audits, suspend operations, file liens, or seek to lift the automatic stay, which would unnecessarily divert the Debtors’ attention from the chapter 11 process. *Third*, failing to remit or pay Taxes and Fees could potentially subject certain of the Debtors’ directors and officers to claims of personal liability, which likely would distract those key persons from their duties related to the Debtors’

restructuring. *Fourth*, unremitted or unpaid Taxes and Fees may result in penalties, the accrual of interest, or both, which could negatively impact the Debtors' business or the restructuring process. Moreover, the Debtors collect and hold certain outstanding tax liabilities in trust for the benefit of the applicable Governmental Authorities, and these funds may not constitute property of the Debtors' estates. Accordingly, the Debtors seek authority to pay the Taxes and Fees in the ordinary course of their businesses consistent with historic practice as set forth more fully herein.

110. I believe the relief requested in the Taxes and Fees Motion is in the best interest of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their businesses in chapter 11 without disruption. Accordingly, on behalf of the Debtors, I respectfully submit that the relief requested in the Taxes and Fees Motion should be granted.

X. **Debtors' Motion for Entry of Interim and Final Orders (A) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Utility (B) Determining Adequate Assurance of Payment for Future Utility Services, (C) Establishing Procedures for Determining Adequate Assurance of Payment, and (D) Granting Related Relief (the "Utilities Motion")**

111. In the ordinary course of business, the Debtors obtain water, sewer service, electricity, waste disposal, natural gas, telecommunications, internet, and other similar services (collectively, the "Utility Services") from many American and Canadian utility providers or their brokers (the "Utility Providers"). A nonexclusive list of the Utility Providers and their affiliates that provide Utility Services to the Debtors as of the Petition Date is attached to the Utilities Motion as Exhibit B (the "Utility Providers List").

112. On average, the Debtors pay approximately \$828,000.00 each month for Utility Services, calculated as a historical average payment for a twelve-month period, which is

representative of the Debtors' ongoing obligations. Accordingly, the Debtors estimate that their cost for Utility Services during the next 30 days (not including any deposits to be paid) will be approximately \$828,000.00. The Debtors estimate they do not have any amounts currently held as security deposits with respect to any Utility Provider. The Debtors intend to pay postpetition obligations owed to the Utility Providers in the ordinary course of business and in a timely manner. I believe that cash held by the Debtors, the cash generated in the ordinary course of business, and the funds received through the Debtors' proposed debtor-in-possession financing facility will provide sufficient liquidity to pay the Utility Providers in the ordinary course of business during these chapter 11 cases.

113. To provide additional assurance of payment, the Debtors propose to establish a segregated bank account (the "Adequate Assurance Account") and deposit \$414,000.00 (the "Adequate Assurance Deposit") into such account to serve as adequate assurance of payment ("Adequate Assurance"). This Adequate Assurance Deposit will be equal to one-half of the Debtors' estimated monthly cost of the Utility Services, less any prepetition cash deposit already held by a Utility Provider; provided, however, that such deposits may be adjusted by the Debtors to account for the termination or discontinuance of any of the Utility Services. In the event that a Utility Provider believes that additional assurance is required, the Debtors have proposed procedures in the Utilities Motion for determining additional Adequate Assurance, if any (the "Proposed Adequate Assurance Procedures").

114. I believe that the Adequate Assurance Deposit, in conjunction with the Debtors' anticipated liquidity during these chapter 11 cases (together, the "Proposed Adequate Assurance"), sufficiently insures the Utility Providers against any risk of nonpayment for future Utility Services. To the extent that any Utility Provider believes that additional assurance is

required, the Proposed Adequate Assurance Procedures, in my opinion, are reasonable and necessary to avoid a haphazard and chaotic process that could expose the Debtors to extortionate, last-minute demands under the threat of losing critical Utility Services.

115. I believe the Proposed Adequate Assurance minimizes the risk of termination of the Utility Services, which could result in the Debtors' inability to operate their businesses to the detriment of all stakeholders. In my opinion, preserving Utility Services on an uninterrupted basis is essential to the Debtors' ongoing operations and, therefore, to the success of their reorganization. Indeed, I believe any interruption in Utility Services, even for a brief period of time, would disrupt the Debtors' ability to continue operations and service their customers. Such a result could, in my opinion, seriously jeopardize the Debtors' restructuring efforts and ultimately, the value of their estates. Accordingly, on behalf of the Debtors, I respectfully submit that the relief requested in the Utilities Motion should be granted.

XI. Debtors' Application For Entry Of An Order (I) Authorizing And Approving The Appointment Of Prime Clerk LLC As Claims And Noticing Agent And (II) Granting Related Relief (the "Claims Agent Retention Motion")

116. In the Claims Agent Retention Motion, the Debtors seek entry of an order (a) appointing Kroll Restructuring Administration LLC ("Kroll") as claims and noticing agent (the "Claims and Noticing Agent") for the Debtors and their chapter 11 cases, effective *nunc pro tunc* to the Petition Date, including assuming full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Debtors' chapter 11 cases and (b) granting related relief. I believe that Kroll's rates are competitive and reasonable given Kroll's quality of services and expertise. The terms of Kroll's retention are set forth in the Engagement Agreement attached to the Claims Agent Retention Motion as Exhibit C

(the "Engagement Agreement"); *provided* that Kroll is seeking approval solely of the terms and provisions as set forth in their application and the proposed order attached thereto.

XII. Debtors' Motion For Entry Of An Order (I) Extending Time To File Schedules Of Assets And Liabilities, Schedules Of Current Income And Expenditures, Schedules Of Executory Contracts And Unexpired Leases, Statements Of Financial Affairs, And Rule 2015.3 Financial Reports, And (II) Granting Related Relief (the "Extension Motion")

117. In the Extension Motion, the Debtors seek entry of an order (a) extending the deadline by which the Debtors must file their schedules of assets and liabilities, schedules of current income and expenditures, schedules of executory contracts and unexpired leases, and statements of financial affairs (collectively, the "Schedules and Statements") by 45 days from the Petition Date, without prejudice to the Debtors' ability to request additional extensions, (b) extending the deadline by which the Debtors must file their initial reports of financial information with respect to entities in which the Debtors hold a controlling or substantial interest as set forth in Federal Rule of Bankruptcy Procedure 2015.3 (the "2015.3 Reports"), or to file a motion with the Court seeking a modification of such reporting requirements for cause, to the later of (i) 30 days after the meeting of creditors to be held pursuant to section 341 of the Bankruptcy Code (as defined herein) (the "341 Meeting") or (ii) 44 days from the Petition Date, without prejudice to the Debtors' ability to request additional extensions, and (c) granting related relief.

118. I believe good cause exists for granting an extension of the time to file Schedules and Statements. To prepare the Schedules and Statements, the Debtors must compile information from books, records, and documents relating to the claims of the Debtors' numerous creditors, as well as the Debtors' many assets and agreements. This information is voluminous and collecting it requires an enormous expenditure of time and effort on the part of the Debtors,

their employees, and their professional advisors in the near term. In my opinion, focusing the attention of key personnel on critical operational and chapter 11 compliance issues during the early days of these chapter 11 cases will maintain the stability of the Debtors' business operations and facilitate the Debtors' smooth transition into chapter 11, thereby maximizing value for their estates, their creditors, and other parties in interest.

119. While the Debtors, with the help of their professional advisors, are working diligently and expeditiously on the preparation of the Schedules and Statements, resources have concentrated on the aforementioned objectives. Accordingly, the employees with the expertise to complete the Schedules and Statements have been significantly occupied by numerous other restructuring work streams in addition to their ordinary course duties as employees of the Debtors. I believe that the immense volume of information that must be assembled and compiled and the potentially hundreds of employee and professional hours required to complete the Schedules and Statements constitute good and sufficient cause for granting the requested extension of time. In addition, I understand that employee efforts during the initial postpetition period are critical, and the Debtors must devote their time and attention to business operations to maximize the value of the Debtors' estates during the first critical months.

120. Due to the quantity of work necessary to complete the Schedules and Statements and the competing demands upon the Debtors' employees and professionals to assist in efforts to stabilize business operations during this critical time, I understand that the Debtors will not be able to properly and accurately complete the Schedules and Statements within the required 14-day period. The Debtors anticipate, and I believe, that they will require the additional days to complete their Schedules and Statements.

Exhibit D

US ABL Guarantors

Domestic Guarantors

1. Revlon, Inc.
2. Revlon Consumer Products Corporation
3. Almay, Inc.
4. Art & Science, Ltd.
5. Bari Cosmetics, Ltd.
6. Beautyge Brands USA, Inc.
7. Beautyge U.S.A., Inc.
8. Charles Revson Inc.
9. Creative Nail Design, Inc.
10. Cutex, Inc.
11. DF Enterprises, Inc.
12. Elizabeth Arden (Financing), Inc.
13. Elizabeth Arden Investments, LLC
14. Elizabeth Arden NM, LLC
15. Elizabeth Arden Travel Retail, Inc.
16. Elizabeth Arden USC, LLC
17. Elizabeth Arden, Inc.
18. FD Management, Inc.
19. North America Revsale Inc.
20. OPP Products, Inc.
21. RDEN Management, Inc.
22. Realistic Roux Professional Products Inc.
23. Revlon Development Corp.
24. Revlon Government Sales, Inc.
25. Revlon International Corporation
26. Revlon Professional Holding Company LLC
27. Riros Corporation
28. Riros Group Inc.
29. Roux Laboratories, Inc.
30. Roux Properties Jacksonville, LLC
31. SinfulColors Inc.

International Guarantors

1. Elizabeth Arden (Canada) Limited (CANADA)
2. Elizabeth Arden (UK) Ltd. (UNITED KINGDOM)
3. Revlon Canada Inc. (CANADA)

Exhibit E

2016 Term Loan Facility Guarantors

Domestic Guarantors

1. Revlon, Inc.
2. Revlon Consumer Products Corporation
3. Almay, Inc.
4. Art & Science, Ltd.
5. Bari Cosmetics, Ltd.
6. Beautyge Brands USA, Inc.
7. Beautyge U.S.A., Inc.
8. Charles Revson Inc.
9. Creative Nail Design, Inc.
10. Cutex, Inc.
11. DF Enterprises, Inc.
12. Elizabeth Arden (Financing), Inc.
13. Elizabeth Arden Investments, LLC
14. Elizabeth Arden NM, LLC
15. Elizabeth Arden Travel Retail, Inc.
16. Elizabeth Arden USC, LLC
17. Elizabeth Arden, Inc.
18. FD Management, Inc.
19. North America Revsale Inc.
20. OPP Products, Inc.
21. RDEN Management, Inc.
22. Realistic Roux Professional Products Inc.
23. Revlon Development Corp.
24. Revlon Government Sales, Inc.
25. Revlon International Corporation
26. Revlon Professional Holding Company LLC
27. Riros Corporation
28. Riros Group Inc.
29. Roux Laboratories, Inc.
30. Roux Properties Jacksonville, LLC
31. SinfulColors Inc.

International Guarantors

4. Elizabeth Arden (Canada) Limited (CANADA)
5. Elizabeth Arden (UK) Ltd. (UNITED KINGDOM)
6. Revlon Canada Inc. (CANADA)

Exhibit F

BrandCos

1. Beautyge I
2. Beautyge II, LLC
3. BrandCo Almay 2020 LLC
4. BrandCo Charlie 2020 LLC
5. BrandCo CND 2020 LLC
6. BrandCo Curve 2020 LLC
7. BrandCo Elizabeth Arden 2020 LLC
8. BrandCo Giorgio Beverly Hills 2020 LLC
9. BrandCo Halston 2020 LLC
10. BrandCo Jean Nate 2020 LLC
11. BrandCo Mitchum 2020 LLC
12. BrandCo Multicultural Group 2020 LLC
13. BrandCo PS 2020 LLC
14. BrandCo White Shoulders 2020 LLC

Exhibit G

**Summary of
Collateral Priorities**

	ABL Priority Collateral	2016 Term Loan Priority Collateral	BrandCo Collateral
US ABL	First	Second	N/A
2016 Term Loan	Second	First	N/A
BrandCo Term Loan	Second	First	First
Foreign ABTL	N/A	N/A	N/A

Exhibit H

Foreign ABTL Guarantors

1. Beautyge Beauty Group, S.L. (SPAIN)
2. Beautyge Germany GmbH (GERMANY)
3. Beautyge Italy S.p.A. (ITALY)
4. Beautyge Logistics Services, S.L. (SPAIN)
5. Beautyge México, S.A. de C.V. (MEXICO)
6. Beautyge Participations S.L. (SPAIN)
7. Beautyge, S.L. (SPAIN)
8. Elizabeth Arden (Netherlands) Holding B.V. (NETHERLANDS)
9. Elizabeth Arden España, S.L. (SPAIN)
10. Elizabeth Arden GmbH (GERMANY)
11. Elizabeth Arden International S.a.r.L. (SWITZERLAND)
12. Revlon Australia PTY Ltd (AUSTRALIA)
13. Revlon Finance LLC (DELAWARE)
14. Revlon Holdings B.V (NETHERLANDS)
15. Revlon Manufacturing Ltd. (BERMUDA)
16. Revlon, S.A. de C.V. (MEXICO)
17. RML Holdings L.P. (BERMUDA)

Exhibit I

2024 Unsecured Notes Guarantors

1. Revlon Consumer Products Corporation
2. Almay, Inc.
3. Art & Science, Ltd.
4. Bari Cosmetics, Ltd.
5. Beautyge Brands USA, Inc.
6. Beautyge U.S.A., Inc.
7. Charles Revson Inc.
8. Creative Nail Design, Inc.
9. Cutex, Inc.
10. DF Enterprises, Inc.
11. Elizabeth Arden (Financing), Inc.
12. Elizabeth Arden Investments, LLC
13. Elizabeth Arden NM, LLC
14. Elizabeth Arden Travel Retail, Inc.
15. Elizabeth Arden USC, LLC
16. Elizabeth Arden, Inc.
17. FD Management, Inc.
18. North America Revsale Inc.
19. OPP Products, Inc.
20. RDEN Management, Inc.
21. Realistic Roux Professional Products Inc.
22. Revlon Development Corp.
23. Revlon Government Sales, Inc.
24. Revlon International Corporation
25. Revlon Professional Holding Company LLC
26. Riros Corporation
27. Riros Group Inc.
28. Roux Laboratories, Inc.
29. Roux Properties Jacksonville, LLC
30. SinfulColors Inc.

Schedule 1

Pursuant to Local Bankruptcy Rule 1007-2(a)(3), provides the names and addresses of the members of, and attorneys for, any committee organized prior to the order for relief in these chapter 11 cases, and a brief description of the circumstances surrounding the formation of the committee and the date of the formation.

Prepetition Committee	Counsel	Members
The ad hoc group of 2020 BrandCo Term Loan Lenders	Davis Polk & Wardwell LLP	140 SUMMER PARTNERS LP ARES MANAGEMENT LLC ANGELO, GORDON & CO., L.P. DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH CYRUS CAPITAL PARTNERS, L.P. DIAMETER CAPITAL PARTNERS LP GLENDON CAPITAL MANAGEMENT, LP KING STREET CAPITAL MANAGEMENT, L.P. NUT TREE CAPITAL MANAGEMENT LP OAK HILL ADVISORS, L.P.
The ad hoc group of 2016 Term Loan Lenders	Akin Gump Straus Hauer & Feld LLP	JP MORGAN ASSET MANAGEMENT AEGON ASSET MANAGEMENT NAPIER PARK GLOBAL CAPITAL THE CARLYLE GROUP CORRE PARTNERS CASTLEKNIGHT MANAGEMENT CIFIC ASSET MANAGEMENT

		<p>PALOMA PARTNERS</p> <p>BENEFIT STREET PARTNERS</p> <p>ASSURED INVESTMENT MANAGEMENT</p> <p>KKR & CO</p>
The ad hoc group of ABL Lenders	Proskauer Rose LLP	<p>MIDCAP FINANCIAL TRUST</p> <p>ATHORA LUX INVEST S.C.SP.</p> <p>APOLLO LINCOLN FIXED INCOME FUND, L.P.</p> <p>APOLLO CENTRE STREET PARTNERSHIP, L.P.</p> <p>CIBC BANK USA</p>
The ad hoc group of SISO US ABL Lenders	Morgan Lewis & Bockius LLP	<p>CRYSTAL FINANCIAL SPV LLC</p> <p>SCP PRIVATE CREDIT INCOME FUND SPV LLC</p> <p>SCP PRIVATE CREDIT INCOME BDC SPV LLC</p> <p>SCP SF DEBT FUND L.P.</p> <p>SCP PRIVATE CORPORATE LENDING FUND SPV, LLC</p> <p>SCP CAYMAN DEBT MASTER FUND SPV LLC</p> <p>CALLODINE COMMERCIAL FINANCE SPV, LLC</p> <p>FIRST EAGLE ALTERNATIVE CAPITAL BDC, INC.</p> <p>FIRST EAGLE DIRECT LENDING FUND IV, LLC</p> <p>FIRST EAGLE DIRECT LENDING FUND IV CO-INVEST, LLC</p> <p>FIRST EAGLE DIRECT LENDING LEVERED FUND IV SPV, LLC</p>

		<p>FIRST EAGLE DIRECT LENDING V-A, LLC</p> <p>FIRST EAGLE DIRECT LENDING V-B, LLC</p> <p>FIRST EAGLE DIRECT LENDING V-B SPV, LLC</p> <p>FIRST EAGLE DIRECT LENDING V-C, SCSP</p> <p>FIRST EAGLE CREDIT OPPORTUNITIES FUND</p>
<p>The ad hoc group of Litigating 2016 Term Loan Lenders</p>	<p>Quinn Emanuel Urquhart & Sullivan, LLP</p>	<p>BRIGADE CAPITAL MANAGEMENT, LP</p> <p>HPS INVESTMENT PARTNERS, LLC</p> <p>SYMPHONY ASSET MANAGEMENT LLC</p> <p>BARDIN HILL LOAN MANAGEMENT LLC</p> <p>GREYWOLF LOAN MANAGEMENT LP</p> <p>ZAIS GROUP LLC</p> <p>ALLSTATE INVESTMENT MANAGEMENT COMPANY</p> <p>MEDALIST PARTNERS CORPORATE FINANCE LLC</p> <p>TALL TREE INVESTMENT MANAGEMENT LLC</p> <p>NEW GENERATION ADVISORS LLC</p>

Schedule 2

Pursuant to Local Bankruptcy Rule 1007-2(a)(4), provides the following information with respect to each of the holders of the Debtors' fifty (50) largest unsecured claims, excluding claims of insiders: the name, the address (including the number, street, apartment or suite number, and zip code, if not included in the post office address), the telephone number, e-mail address, the name(s) of person(s) familiar with the debtor's account, the amount of the claim, and an indication of whether the claim is contingent, unliquidated, disputed or partially secured.

The information contained herein shall not constitute an admission of liability by, nor is it binding on, the Debtors. The Debtors reserve all rights to assert that any debt or claim included herein is a disputed claim or debt, and to challenge the priority, nature, amount, or status of any such claim or debt. The descriptions of the collateral securing the underlying obligations are intended only as brief summaries. In the event of any inconsistencies between the summaries set forth below and the respective corporate and legal documents relating to such obligations, the descriptions in the corporate and legal documents shall control.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim
1.	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651- 466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024		\$442,531,771
2.	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable		\$4,379,093

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim
3.	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770- 385-3800	Trade Payable		\$4,022,309
4.	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable		\$3,641,358
5.	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable		\$2,962,089
6.	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable		\$2,877,814
7.	Tinuiti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable		\$2,419,449

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim
8.	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable		\$2,337,795
9.	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable		\$2,117,711
10.	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable		\$1,925,122
11.	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable		\$1,884,047
12.	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriestheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable		\$1,856,440

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim
13.	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable		\$1,729,242
14.	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable		\$1,607,336
15.	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable		\$1,478,924
16.	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable		\$1,465,618
17.	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable		\$1,440,514

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim
18.	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable		\$1,408,335
19.	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable		\$1,405,103
20.	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable		\$1,361,652
21.	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable		\$1,357,227
22.	Salcedo, StephanieEstate of Theresa M. Garcia/o Dobs Legal LLP302 N Market StreetDallas, TX 75202United States	Amin M. OmarPartnerEMAIL - aomar@dobslegal.comPHONE - 214-722- 5990	Litigation Settlement		\$1,125,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim
23.	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable		\$1,220,239
24.	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable		\$1,198,038
25.	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable		\$1,065,274
26.	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable		\$1,079,444
27.	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable		\$1,010,384

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim
28.	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable		\$968,578
29.	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable		\$925,237
30.	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement		\$900,000
31.	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable		\$915,000
32.	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable		\$912,472

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim
33.	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable		\$875,269
34.	Beauty Care Professional Products Participations, S.A.33 Boulevard Prince Henri L- 1724Luxembourg	Emanuela BreroEMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated	Undetermined
35.	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	Undetermined
36.	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	Undetermined
37.	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	Undetermined
38.	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	Undetermined
39.	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	Undetermined

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim
40.	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	Undetermined
41.	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	Undetermined
42.	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	Undetermined
43.	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	Undetermined
44.	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	Undetermined
45.	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	Undetermined
46.	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	Undetermined
47.	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	Undetermined

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim
48.	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated	Undetermined
49.	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated	Undetermined
50.	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated	Undetermined

Schedule 3

Pursuant to Local Bankruptcy Rule 1007-2(a)(5), provides the following information with respect to each of the holders of the five largest secured claims against the Debtors: the name, the address (including the number, street, apartment or suite number, and zip code, if not included in the post office address), the amount of the claim, a brief description and an estimate of the value of the collateral securing the claim, and whether the claim or lien is disputed.

The information contained herein shall not constitute an admission of liability by, nor is it binding on, the Debtors. The Debtors reserve all rights to assert that any debt or claim included herein is a disputed claim or debt, and to challenge the priority, nature, amount, or status of any such claim or debt. The descriptions of the collateral securing the underlying obligations are intended only as brief summaries. In the event of any inconsistencies between the summaries set forth below and the respective corporate and legal documents relating to such obligations, the descriptions in the corporate and legal documents shall control.

	Name of Creditor	Address	Amount of Claim (in millions)	Description of Collateral	Indicate if claim is contingent, unliquidated, or disputed
1.	MidCap as administrative agent and collateral agent for the Prepetition ABL Lenders	Proskauer Rose LLP Eleven Times Square New York City, NY 10036	\$232.94	Secured on a first-priority basis by liens on certain assets of the US ABL Loan Parties, including accounts receivable, cash, inventory, deposit accounts and securities accounts (subject to certain limited exclusions), instruments (subject to certain limited exclusions), chattel paper, interests in material owned real property (including fixtures), equipment, and the proceeds and products of the foregoing (collectively, the " <u>ABL Priority Collateral</u> "). Secured on a second-priority basis by liens on substantially all of the US ABL Loan Parties' assets not constituting ABL Priority Collateral (subject to certain customary exclusions), including equity pledges of 100% of the interests in domestic subsidiaries and 66% of the voting interests in first-	

				tier foreign subsidiaries, intellectual property (excluding the Specified Brands (defined below)), general intangibles, and the proceeds and products of the foregoing (collectively, the “ <u>Term Loan Priority Collateral</u> ”).	
2.	Citibank, N.A. as administrative agent and collateral agent for the 2016 Term Loan Lenders	Latham & Watkins, LLP 885 3 rd Avenue New York, NY 10022	\$874.3	Secured on (a) a first-priority basis by liens on the Term Loan Priority Collateral and (b) a second-priority basis by liens on the ABL Priority Collateral.	
3.	Jefferies Finance LLC as administrative agent and collateral agent for the BrandCo Lenders	Paul Hastings LLP 200 Park Avenue New York, NY 10166	\$1,884.8	Secured by (a) substantially all assets of the BrandCos and equity pledges of the interests in the BrandCos, and (b) 34% of the equity of certain first-tier foreign subsidiaries. Secured on (a) a first-priority basis (<i>pari passu</i> with the 2016 Term Loan Liens) by liens on the Term Priority Collateral, (b) a second-priority basis (<i>pari passu</i> with the 2016 Term Loan Liens) by liens on the ABL Priority Collateral.	
4.	Alter Domus as administrative agent and collateral agent for the Prepetition ABL Lenders	Holland & Knight LLP 150 N. Riverside Plaza Suite 2700 Chicago, IL 60606	\$50.6	Secured on a first-priority basis by liens on the ABL Priority Collateral. Secured on a second-priority basis by liens on the “Term Loan Priority Collateral.	

Schedule 4

Pursuant to Local Bankruptcy Rule 1007-2(a)(6), provides a summary of the Debtors' assets and liabilities.

Assets and Liabilities	Amount
Total Assets (Book Value as of 4/30/2022)	\$2,328,093,000
Total Liabilities (Book Value as of 4/30/2022)	\$4,441,707,000

Schedule 5

Pursuant to Local Bankruptcy Rule 1007-2(a)(7), provides the number and classes of shares of stock, debentures or other securities of the debtor that are publicly held, and the number of holders thereof, listing separately those held by each of the debtor's officers and directors and the amounts so held.

Outstanding Debt Securities

Debt Security	Value Outstanding
6.25% Senior Notes due 2024	\$442,531,770

Outstanding Equity Securities

Equity Security	Number of Outstanding Shares
Revlon Inc. Class A Common Stock	54,254,019
Revlon Consumer Products Corporation Common Stock	5,260

Schedule 6

Pursuant to Local Bankruptcy Rule 1007-2(a)(8), provides a list of all of the debtor's property in the possession or custody of any custodian, public officer, mortgagee, pledgee, assignee of rents or secured creditor, or agent for any such entity, giving the name, address, and telephone number of each such entity and the court in which any proceeding relating thereto is pending.

Certain property of the Debtors is likely to be in the possession of various other persons, including maintenance providers, shippers, common carriers, materialmen, custodians, public officers, mortgagees, pledges, assignees of rents, joint venturers, secured creditors, or agents. Through these arrangements, the Debtors' ownership interest is not affected. In light of the movement of this property, providing a comprehensive list of the persons or entities in possession of the property, their addresses and telephone numbers, and the location of any court proceeding affecting such property would be impractical.

Schedule 7

Pursuant to Local Bankruptcy Rule 1007-2(a)(9), provides a list of property comprising the premises owned, leased, or held under other arrangement from which the Debtors operate their business.¹

Property Address	City	State/Province/County	Country	Owned or Leased
1590 South Gateway	Mississauga	Ontario	Canada	Leased
2203 Promenade Blvd	Rogers	AR	United States	Leased
2755 Dos Aarons Way	Vista	CA	United States	Leased
540 Beautyrest Ave	Jacksonville	FL	United States	Leased
701 San Marco Blvd	Jacksonville	FL	United States	Leased
2210 Melson Avenue	Jacksonville	FL	United States	Owned
5344 Overmeyer Drive	Jacksonville	FL	United States	Owned
4591 International Drive	Orlando	FL	United States	Leased
8200 Vineland Ave	Orlando	FL	United States	Leased
880 Southwest 145 th Ave	Pembroke Pines	FL	United States	Leased
181 East Madison Ave	Chicago	IL	United States	Leased
124 Grove Street	Franklin	MA	United States	Leased
801 Nicollet Mall	Minneapolis	MN	United States	Leased
1501 Williamsboro St	Oxford	NC	United States	Owned
2121 RT. 27	Edison	NJ	United States	Leased
The Mills at Jersey Gardens	Elizabeth	NJ	United States	Leased
7400 Las Vegas Blvd South	Las Vegas	NV	United States	Leased
498 Red Apple Ct	Central Valley	NY	United States	Leased
One New York Plaza	New York	NY	United States	Leased
200 Park Ave South (6th & 7th Floor)	New York	NY	United States	Leased
200 Park Ave South Retail	New York	NY	United States	Leased

¹ In addition to the parties listed in this Schedule, Debtors possess the following properties which are not currently being used for business operations: 200 First Stamford Place, CT, United States (Leased); 1111 Brickell Avenue, Miami, FL, United States (Leased); 2604 Sawgrass Mills Circle, Sunrise, FL, United States (Leased); 196 Coit Street, Irvington, NJ, United States (Leased); 200 Park Ave S, 6th & 7th Floors as well as Retail Space, New York, NY, United States (Leased).

Texas City Outlet 5885 Gulf Freeway, Suite 788	Texas City	TX	United States	Leased
1751 Blue Hills Drive	Roanoke	VA	United States	Leased
131 Brand Ave	Salem	VA	United States	Leased
141 Brand Ave	Salem	VA	United States	Leased
143 Brand Ave	Salem	VA	United States	Leased
145 Brand Ave	Salem	VA	United States	Leased
Westrow House 161	Leeds	West Yorkshire	United Kingdom	Leased
Greater London House, Hampstead Road	London	Greater London	United Kingdom	Leased
6 Diamond Way, Stone ST15 0SD	Staffordshire	Staffordshire	United Kingdom	Leased

Schedule 8

Pursuant to Local Bankruptcy Rule 1007-2(a)(10), sets the location of the debtor's substantial assets, the location of its books and records, and the nature, location and value of any assets held by the debtor outside the territorial limits of the United States.

Location of the Debtors' Substantial Assets

The Debtors operate their business in the ordinary course in the following locations: (1) The United States; (2) Australia; (3) Bermuda; (4) Germany; (5) Italy; (6) the Netherlands; (7) Spain; and (8) Switzerland. Accordingly, the Debtors might have material assets in each location and each as applicable. Further information will be provided in documents to be filed in these chapter 11 cases.

Books and Records

While the debtors might have books and records in each of the locations listed above in which the debtor operates in the ordinary course, the Debtors' books and records are primarily located at 1 New York Plaza, New York, NY 10004.

Schedule 9

Pursuant to Local Bankruptcy Rule 1007-2(a)(11), provides a list of the nature and present status of each action or proceeding, pending or threatened, against the debtor or its property where a judgment against the debtor or a seizure of its property may be imminent.

<u>Entity</u>	<u>Counterparty</u>	<u>Nature of the Claim</u>	<u>Status</u>
Revlon, Inc.	Theresa M. Garcia	Litigation	Settled

Schedule 10

Pursuant to Local Bankruptcy Rule 1007-2(a)(12), sets forth a list of the names of the individuals who comprise the debtor's existing senior management, their tenure with the debtor, and a brief summary of their relevant responsibilities and experience.

Name	Title	Tenure	Responsibility and Experience
Perelman, Debra G.	President, CEO & Director	4 years	Ms. Debra G. Perelman, also known as Debbie, is President and Chief Executive Officer at Revlon, Inc. and Revlon Consumer Products Corporation since May 22, 2018. She was Chief Operating Officer of Revlon, Inc. and Revlon Consumer Products Corporation since January 28, 2018 until May 22, 2018. Ms. Perelman serves as President of M&F. She served as Executive Vice President of Strategy and New Business Development at MacAndrews & Forbes Holdings, Inc. Ms. Perelman served as the Executive Vice President of Strategy, Digital Content and New Business Development at Revlon Inc. from December 2017 until January 2018 under a secondment arrangement with MacAndrews & Forbes. Ms. Perelman served as an Executive Vice President of Strategy and New Business Development of MacAndrews & Forbes since 2014 until January 2018. Ms. Perelman served as Senior Vice President of Strategy and Innovation Division of MacAndrews & Forbes from 2008 to 2014. She joined MacAndrews & Forbes in 2004 as Vice President. She held various positions in corporate finance and brand marketing at Revlon, Inc. She serves as a Director of Revlon Consumer Products Corporation. She has been a Director at Revlon, Inc since June 2015.
Dolan, Victoria L.	Chief Financial Officer	4 years	Ms. Victoria L. Dolan serves as Chief Financial Officer of Revlon Consumer Products Corp. since March 12, 2018. Ms. Dolan has been Chief Financial Officer at Revlon, Inc. since March 12, 2018. She served as Chief Transformation Officer of Colgate-Palmolive Company until 2018. Ms. Dolan served as Corporate Controller of Colgate-Palmolive Company from February 1, 2011 to October 1, 2017. Ms. Dolan served as Vice President of Colgate-Palmolive Company since February 1, 2011. Ms. Dolan served as a Vice President of Finance and Strategic Planning of European Division at Colgate-Palmolive. She served as Vice President, Corporate Controller and Principal Accounting Officer of Colgate-Palmolive Company from February 2011 to July 2016. She served as a Vice President of Colgate-Europe/South Pacific at Colgate-Palmolive Co. Prior to joining Colgate-Palmolive in 2008, she served as an Executive Vice President of Finance and Chief Financial Officer of vacation ownership division at Marriott International, Inc. ("Marriott") and was responsible for the division's global finance and accounting as well as its asset management organization.
Cho, Thomas	Chief Supply Chain Operator	10 months	Thomas Cho is Chief Supply Chain Operator at Revlon. In this role, he is responsible for end-to-end Global Supply Chain Operations, including supply chain strategy, planning, procurement, manufacturing, engineering, distribution and logistics for the Company's diverse brand portfolio across all channels and geographies. Mr. Cho brings 30 years of experience in aligning end to end supply chain, operations, research and development, manufacturing, procurement, planning, quality, logistics and customer service to drive efficiency and significant value creation. Prior to joining Revlon, Mr. Cho served in several senior level executive positions including Chief Operating Officer at PPI Beauty, Chief Operating Officer for Transcendia, Chief Supply Chain Officer at Mary Kay Cosmetics, and Chief Operating Officer at Cosmetic Essence Inc. Mr. Cho's broad leadership experience also includes executive positions at United

			Plastics Group, Trend Technologies and Space Systems Loral. Mr. Cho graduated with a bachelor's degree in International Business from San Jose State University. He served as an officer in the United States Army.
Lazardi, Keyla	Chief Scientific Officer	4 years	Keyla joined Revlon with over 20 years of global experience in the consumer products and consumer health industries with an exceptional track record of delivering breakthrough innovation. She has worked in Asia, Europe, LA and the US. Most recently, Keyla held the position of R&D Vice President at e.l.f. Cosmetics, where she worked from April 2016 to February 2018. From February 2014 to March 2016, she held the position of R&D Vice President of Wellness and Health at Reckitt Benckiser. Ms. Lazardi received her PhD in Biochemistry from the Venezuelan Institute of Scientific Research.
Smith, Paul	Chief Information Officer	2 months	Paul Smith is the Chief Information Officer at Revlon. Paul is Responsible for leading the Global IT team and strategy, including core infrastructure and platforms modernization, Digital transformation and optimizations through innovative technological solutions. Mr. Smith has 23 years of IT experience in multiple industries and is experienced at leading cross-functional IT teams to drive business growth and success. Prior to this role Mr. Smith has led the Global Application Delivery Team, Global Infrastructure Team and Information Security & Compliance teams. Paul has previously held IT leadership roles at New York & Company and Loehmann's. Paul is a graduate of South-East Derbyshire College, UK.
Yildiz, Beril	Chief Accounting Officer	9 months	Beril Yildiz is the VP, Americas Finance, Corporate Controller and Chief Accounting Officer at Revlon. She joined Revlon in 2021 as the Corporate Controller and Chief Accounting Officer, and in 2022 added responsibility for overseeing Revlon's North America and Latin America Finance functions. Prior to Revlon, Beril was a finance executive at Colgate- Palmolive, where she worked in both New York and Hong Kong, and prior to Colgate, she spent over 10 years at PricewaterhouseCoopers.
Kidd, Andrew	Executive Vice President, General Counsel	1 month	Mr. Kidd is Revlon's EVP, General Counsel. Prior to joining Revlon, he served as an Independent Director and legal consultant to institutional investors in the energy industry. During that time, Mr. Kidd served as an Independent Director in 10 engagements including Gulfport Energy, HighPoint Resources, Sheridan Production Partners I and Genon Americas, among others. Mr. Kidd served as the Chief Executive Officer, President and General Counsel of Samson Investment Company and Samson Resources Corporation from February 2016 through March 2017 and served on the Company's Executive Team as Senior Vice President and General Counsel from September 2013 through January 2016. From October 2011 to August 2013, he served as Partner and General Counsel of Anthem Energy, a private investment manager that develops and operates energy investments. Prior to joining Anthem, Mr. Kidd was Senior Vice President and General Counsel of Quantum Utility Generation, LLC, a power generation asset operator. From August 2004 to December 2008, Mr. Kidd was with Constellation Energy Group, Inc. ("CEG"), serving in various positions, including Deputy General Counsel of CEG, General Counsel of Constellation Energy Resources, the business organization representing CEG's customer supply, global commodities and portfolio management activities, and a member of the Board of Managers of Constellation Energy Partners LLC, a publicly traded exploration and production company that was previously sponsored by CEG. Earlier in his career, he served as Senior Vice President and Deputy General Counsel of El Paso Corporation and held various officer level positions at Covanta Energy, Inc. Mr. Kidd began his law career as an associate at DLA Piper in Baltimore, Maryland. Mr. Kidd received his Bachelor of Arts degree from Dartmouth College and his Juris Doctorate degree, with honors, from the University of Maryland

			School of Law, where he was an editor of the University of Maryland Law Review.
Ely, Bar-Ness	Chief Human Resources Officer	3 years	Mr. Bar-Ness Ely serves as Chief Human Resources Officer at Revlon Inc. He is responsible for developing and executing global human resources strategy in support of the Company's business plan. Mr. Bar-Ness joined Revlon with over many years of global human resources experience across various industries including chemical, cosmetics and pharmaceuticals. Prior to Revlon, he served as the Global Human Resources Leader for Ashland Ingredients, a \$4.5 billion division of Ashland, Inc.
Raso, Tracey	Managing Director, Revlon Pacific	11 Years	Tracey Raso is the Managing Director of Revlon, Pacific region. She has been with the company since 2011 when she joined as Marketing Director. During this time Tracey has overseen considerable market share and sales growth on our core Revlon brands as well as the successful integration of the Elizabeth Arden business. Prior to Revlon, Tracey gained broad experience working with leading Global companies across multiple categories and channels within the Australian and New Zealand markets. She has held senior marketing roles in the Alcohol, Food and Beauty industries having worked at companies such as Diageo, Colgate- Palmolive, Kellogg's and Campbell Arnott's. Tracey is also the chair of Accord Australasia board, the industry body representing the hygiene, cosmetic and specialty products industry. Tracey holds a Bachelor of Commerce Degree from the University of NSW.
Wallace, Heather	President of Americas	2 years	Ms. Heather Wallace serves as President of Americas at Revlon, Inc. since March 2020. Ms. Wallace has been Senior Vice President and General Manager, Beauty Care North America at Henkel AG & Co. KGaA since September 2018. Ms. Wallace served as Senior Vice President and General Manager of North America at Henkel Corporation since August 2019 until 2020 and served as its Regional Head, Beauty Care Retail since January 2020 until 2020. In addition, as the Regional Head of Beauty Care in North America, she served as a member of Henkel's North American leadership team and the global Beauty executive team. Ms. Wallace was most recently Henkel's Senior Vice President and General Manager, Retailer Brands North America, Laundry & Home Care. She will be based at Henkel's Consumer Products North American Headquarters in Stamford, Conn. Wallace has held senior sales, marketing and brand leadership positions at Henkel, starting as Director Retailer Brands. Prior to Henkel, Wallace spent many years at Novartis Consumer Health where she held various marketing and brand leadership roles.
Sankar, Ravi	Chief Transformation Officer	4 Years	Ravi Sankar leads the company's multiyear transformation program as the Chief Transformation Officer. The Transformation Office will lead the implementation and execution of the Revlon Global Growth Acceleration (RGGA) program, driving Revlon towards sustained long-term growth and a stronger organizational capability. In his previous role with Revlon, he served as the Vice President, Finance and Business Operations., leading the 2018 Optimization Program, Global FP&A, Corporate Real Estate and Revlon's Shared Services operations. Before joining Revlon in 2018, Ravi had a long career with Colgate Palmolive Company in various leadership roles spanning the Middle East, Europe and North America as Finance Director, Division controller, and leading Colgate's global Finance transformation program. Ravi is a Chartered Accountant and a Graduate in Mathematics from Mahatma Gandhi University, India.
Waters, Charles	President, EMEA	20 years	Charles Waters is the President of the EMEA region (Europe, Middle East and Africa). He is responsible for the sales, marketing, and all operations related to these regions. He has worked for Revlon for over 20 years across various roles and regions. Charles began his Revlon career in the Supply Chain function, and has since lead various business units and subsidiaries in several countries, including Spain, Portugal, Italy and Mexico. He was the Managing Director for Spain & Portugal,

			<p>leading the Mass, Professional and Prestige businesses prior to his promotion as President of EMEA in 2020. Charles has a proven track record of delivering added value and growth to the company. Charles has lived in London and Mexico City, and now resides in Barcelona, Spain. He holds a bachelor's degree in Mechanical Engineering by the UPC (Polytechnic University of Catalonia) in Spain, and holds an MBA from the IESE Business School.</p>
Williamson, Martine	Chief Marketing Officer	1.5 years	<p>Martine Williamson is the Chief Marketing Officer of Revlon. She is responsible for global strategic planning for our brands, including brand equity and architecture, local market NPD as well as driving global marketing excellence across the organization. Prior to Revlon, Martine was a Strategic Marketing Advisor at Topix Skincare, where she oversaw the strategy, brand visual identity, product portfolio and digital content for the relaunch of a premium skincare brand. Prior to this, Martine was the EVP and CMO at Glansaol, a beauty start-up where she completed the acquisition of three complementary brands: Laura Geller, Julep and Clark's Botanicals. She also led the Laura Geller brand as the President and GM where she brought the brand to profitability while streamlining distribution and driving digital and e-commerce. Prior to these roles, Martine spent 15 years at Revlon, working in both the Global and U.S. Marketing teams across all color cosmetics categories.</p> <p>Martine is a graduate of State University of New York College at Oswego.</p>

Schedule 11

Pursuant to Local Bankruptcy Rules 1007-2(b)(1), 1007-2(b)(2)(A), and 1007-2(b)(2)(C), provides the estimated amount of payroll to the Debtors' employees (not including officers, directors, and equityholders), and the estimated amounts to be paid to officers, equityholders, directors, and financial and business consultants retained by the Debtors, for the 30-day period following the Petition Date.

Payments	Payment Amount (\$ in millions)
Estimated amount of payment to the employees (exclusive of officers, directors, and stockholders) ²	\$15,984,000
Estimated amount proposed to paid to officers, stockholders, and directors ³	\$600,000
Estimated amount proposed to financial and business consultants retained by the Debtors	\$190,000

² Excludes "Insiders" as defined under section 503(c) of the Bankruptcy Code.

³ Includes wages/salaries only.

Schedule 12

Pursuant to Local Bankruptcy Rule 1007-2(b)(3), provides a schedule, for the 30-day period following the Petition Date, of estimated cash receipts and disbursements, net cash gain or loss, obligations and receivables expected to accrue but remain unpaid, other than professional fees, and any other information relevant to an understanding of the foregoing.

Type	Amount (\$ in millions)
Estimated Cash Receipts ¹	\$66.1MM
Estimated Cash Disbursements	\$276.4MM
Net Cash Gain (Loss)	(\$210.3MM)
Accrued-Unpaid Obligations ²	\$163.5MM
Accrued-Unpaid Receivables ³	\$180.5MM

¹ Receipts include collections from customers and amounts repatriated from non-filing entities through July 15, 2022.

² Estimated Debtor Accounts Payable as of July 15, 2022.

³ Estimated Debtor Net Accounts Receivable as of July 15, 2022.

TAB C

THIS IS **EXHIBIT** “ ” REFERRED TO IN THE
AFFIDAVIT OF ROBERT M. CARUSO, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 19th DAY OF JUNE, 2022.

A handwritten signature in blue ink, appearing to read 'Michael', is written above a horizontal line.

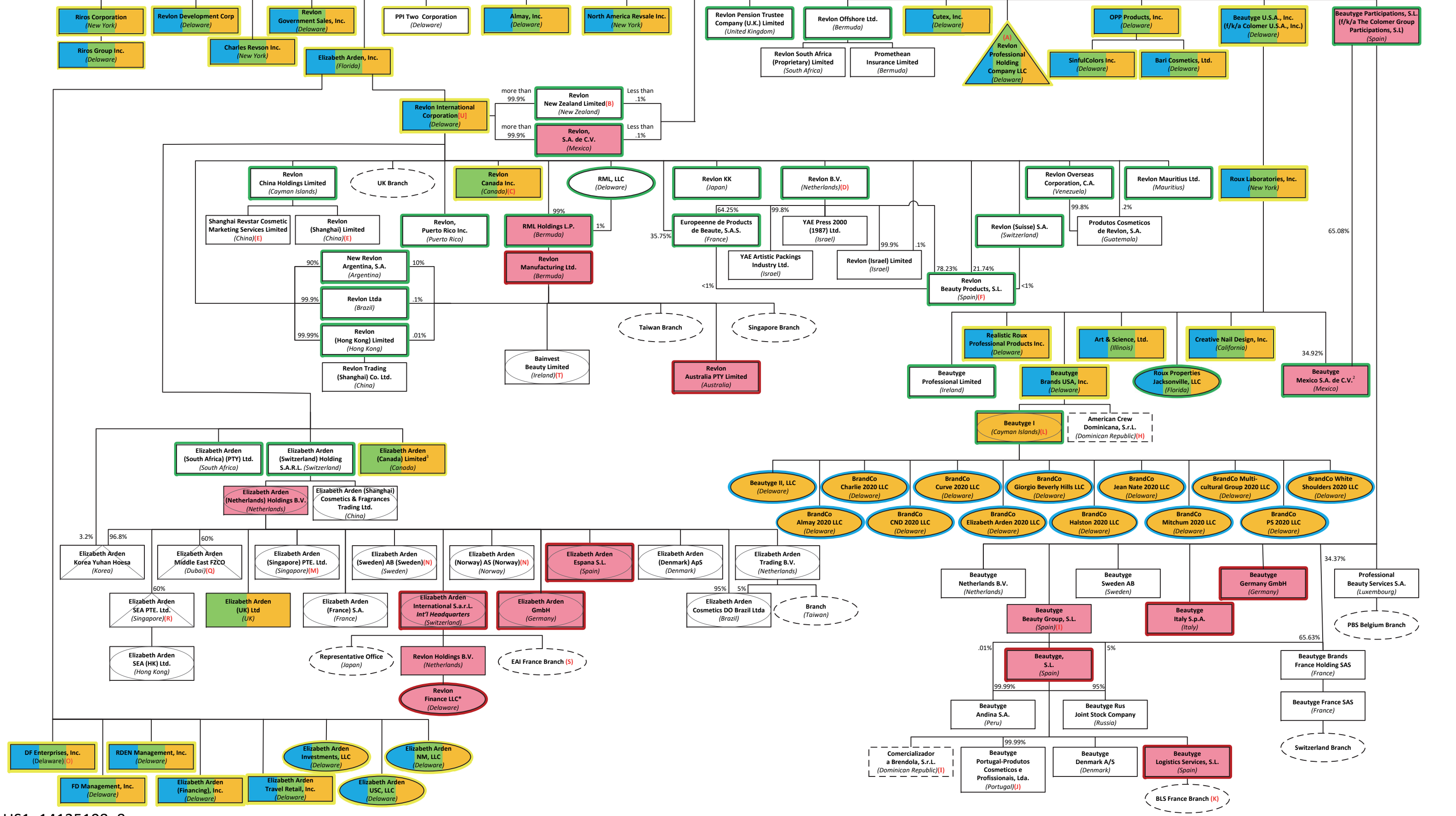
Commissioner for taking affidavits

Revlon Structure Chart

As of May 2022

- Non US entity treated as a corporation for local tax purposes & treated as a disregarded entity for US tax purposes
- Treated as a corporation for US tax purposes
- Non US entity treated as a corporation for local tax purposes & treated as a disregarded entity for US tax purposes
- Business entity treated as a disregarded entity for US tax purposes
- Equity pledged under 2016 Term Credit Agreement, U.S. ABL and BrandCo Credit Agreement (100%)
- 2024 Notes Guarantor
- Non US entity treated as a corporation for local tax purposes & treated as a disregarded entity for US tax purposes
- Equity pledged under (i) 2016 Term Credit Agreement and U.S. ABL (up to 66%) and (ii) BrandCo Credit Agreement (up to 100%)
- Business entity treated as a disregarded entity for US tax purposes
- Equity pledged under Foreign ABTL only (100%)
- US ABL and 2016 Term Loan Guarantor
- Treated as a partnership for US tax purposes
- Equity pledged under BrandCo Credit Agreement only (100%)
- Treated as a branch for local and US income tax purposes
- BrandCo Guarantor
- Foreign ABL Guarantor

* Revlon Finance LLC is the borrower of Foreign ABTL
 ** Revlon Consumer Products Corporation is borrower/issuer for all other debt indicated on this structure chart



Note:

Ownership is 100% common equity unless otherwise stated.

Endnotes:

1. Revlon, Inc. owns 5,260 common shares and 546 shares of Series A Preferred of Revlon Consumer Products Corporation.
2. Roux Laboratories, Inc. owns 144,000 fixed shares and 552,764,201 variable shares, and Beautyge Participations, S.L. owns 1,030,524,919 variable shares of Beautyge Mexico, S.A. de C.V.
3. Revlon International Corporation owns 987,242 Common Shares and 4,000,000 Preferred shares of Elizabeth Arden (Canada) Limited.

Annotations:

- (A) Incorporated as a Limited Liability Company. Its Members are RCPC, RML, Revlon Suisse S.A., and Beautyge Beauty Group, S.L. Revlon Consumer Products Corporation owns 1,000 Class A shares and 300 Class C shares of Revlon Professional Holding Company LLC.
- (B) Effective April 15, 2019, Elizabeth Arden (New Zealand) Limited amalgamated into Revlon New Zealand Limited.
- (C) Revlon Canada Inc. amalgamated with Colomer Canada, Ltd. on December 31, 2014 into a new legal entity also named Revlon Canada Inc. In addition to RIC ownership/common shares, Beautyge Participations, S.L. owns 100,000 preference shares.
- (D) Class A Shares owned by Revlon BV (99.8%), Class B Shares owned by third parties (.2%).
- (E) As noted in the Company's 12/30/13 Form 8-K, the Company is in the process of exiting its operations in China and plans to liquidate these entities after satisfying its liabilities and other obligations.
- (F) In liquidation.
- (G) Share transfer of Elizabeth Arden (Australia) Pty Ltd. to Revlon Australia Pty Ltd. effective as of 10/1/2018.
- (H) Beautyge Beauty Brands USA, Inc. owns 999 shares and Brenda Morales (Local Counsel) owns 1 share (with Share Certificate blank endorsed).
- (I) Beautyge, S.L. and Professional Products, S.L. owns 999 shares and Brenda Morales (Local Counsel) owns 1 share (with Share Certificate blank endorsed).
- (J) RCPC owns .01%.
- (K) Beautyge Logistics Services, S.L., France Branch incorporated 9/11/2018.
- (L) Beautyge I is an Exempted Company incorporated in the Cayman Islands with Limited Liability. Check-the-box election is effective as of 7/29/2019.
- (M) Agency for Elizabeth Arden International S.a.r.l.
- (N) Agency for Elizabeth Arden (Denmark) ApS
- (O) Elizabeth Taylor license.
- (Q) The remaining 40% shares are owned by Chalhoub Group Limited.
- (R) The remaining 40% shares are owned by Luxasia Ventures PTE LTD.
- (S) Elizabeth Arden International S.a.r.l., France Branch incorporated 2/24/2021
- (T) Bainvest Beauty Limited is in the process of being dissolved.
- (U) Effective May 3, 2022, Elizabeth Arden International Holding, Inc. merged with and into Revlon International Corporation.

TAB D

THIS IS **EXHIBIT** “ ” REFERRED TO IN THE
AFFIDAVIT OF ROBERT M. CARUSO, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 19th DAY OF JUNE, 2022.

A handwritten signature in blue ink, appearing to read "Michael", is written above a horizontal line.

Commissioner for taking affidavits

NI - Net Income / (Loss)

NIC - Inc from Continuing Operations Net of Taxes

EBT - Income from Continuing Operations before taxes

OI - OPERATING INCOME

DC - Direct Contribution

3 - Gross Contribution

GP - Gross Profit

NR - Net Sales

NS - Net Sales of Product

30 - Gross Sales

301 - List Price Sales

30101 - List Price of Product Sold

30102 - List Price - Promo

303 - List Price of SVD:

30302 - List Price of SVD Actual Data

3090 - Total Off-Invoice Allowances

30902 - Off Invoice Allowances

30911 - Off Invoice Allowances Big Box Retailers

322 - Sales Deductions

3212 - Customer Spend

32121 - Coop

32122 - Demo

32123 - Training

3221 - Discounts and Allowances

31102 - Markdowns

32101 - Rebates

32103 - Sales Incentive - MDF

32104 - Sales Incentive - Coupons

32105 - Operational Dilution

32201 - Cash Discounts

32415 - Allowances

3110 - Returns including returns accrual

31101 - Returns

33 - Total Other Revenues

33101 - Royalty Income

33301 - TSA Revenue

332 - Other revenues

33201 - Hairdresser's and Beauty's school income

33204 - Shows & demos

33209 - Others

34 - Total COG Sold
340 - Total COG Standard after Mgmt Inc.
34000 - Cost of Goods Standard
34403 - Management incentive(Inc)/Exp.
34201 - Obsolescence
OCG - Other Cost of goods
341 - Total COG Variances
34100 - C.O.G.-Variances
34402 - Purchase Price Variance (PPC+CIP)
346 - Overhead
34601 - Compensation Expense Overhead
34602 - Other Overhead Expenses
342 - Miscellaneous Cost of Goods Sold
34202 - Inventory Adjustments
34204 - Cost of returns
34205 - Taxes
34207 - Miscellaneous other COG Sold
343 - InterCo Margin, Net
3430 - Interco Margin Gross
34301 - Interco Sales at Standard
34302 - Interco COGS at Standard
345 - Cost of SVD
34501 - Cost Special Value Dealer
39 - Distribution
39001 - Direct Distribution
391 - Indirect Distribution
39101 - Compensation Expense Dist
39109 - Other Distribution Expense
43 - Direct Expenses
BS - Brand Support
40 - Consumer Support
401 - Consumer Advertising
WM - Working media
40101 - T.V.
40109 - Print
40110 - Digital
40113 - Working media other
NWM - Non working media
40103 - Production T.V.
40114 - Production Digital
40115 - Production Print
40116 - Brand Ambassador Costs
40106 - Adv Agency Fees
40107 - Non Working Media Other
4011 - Consumer Promotion
40111 - Tester & Samples
40112 - Consumer Promotion Materials

42 - Trade Support & Education
41 - Trade Support
40201 - Promotional Displays
40211 - Trade Advertising
40213 - Other Sell Through
402 - Trade Promotion
40212 - Demo
40218 - Agency and Related - Branded
4021 - Demonstrators and merchandisers
40215 - Compensation Expenses Demo & Merch
40214 - Other Demo & Merch expenses
4320 - Education
40221 - Trade Shows and Events
432 - Trade Education
43201 - Compensation Expense Trade Ed.
43219 - Other Trade Education Expense
40200 - Perm Display expense
40202 - Displays amortization
40203 - Counters Amortization Expense
423 - Third Party Royalty Expense
42300 - Third Party Royalty expense
DO - Departmental & Others
DE - Departmental Expenses
442 - Marketing
44210 - Compensation Expense Marketing
44219 - Other Marketing Expenses
431 - Selling
43101 - Compensation Selling Expense
43199 - Other Selling Expenses
441 - Customer Service
44101 - Compensation Customer Service
44109 - Other Customer Service
443 - General and Administrative
44341 - Compensation G&A
44343 - Other G&A
44344 - Depreciation G&A
446 - R&D
44601 - Compensation R&D
44699 - Other Expenses R&D
444 - Package development
44401 - Compensation
44409 - Other expenses
SGA - Other SG&A
44501 - Bad Debt Reserve
450 - Amortization of Intangibles
45002 - Amortization of Trademarks
45003 - Amortization of other Intangibles

45004 - Amortization of Patents
45005 - Amortization of Def. Charges License
45006 - Amortization of Customer Relationships
45007 - Amortization of Distribution Rights
45008 - Amortization of Licenses
451 - Gain/Loss Long Lived Assets
45121 - Gain Loss on Sale of PPE
45122 - Gain Loss on Sale of Other Assets
45111 - Restructuring Expense
45150 - Acquisition & Integration Expense
45201 - 45201 - Other Indirect SGA
4 - Other Expenses, Net
471 - Inter Company Transactions
47100 - True up HQ fees
47110 - Headquarters Fees
47120 - Royalties
47150 - Intercompany Markup - Purchases
47160 - Intercompany Markup - Sales
47170 - Other Intercompany Transactions
49003 - Shared Services
49004 - Marketing Services Fee
49017 - Interco Royalties – Arden
49018 - Interco Royalties – Taylor
49020 - Interco Royalties – Other Owned
462 - Interco Royalty
46201 - Below Royalty - Carey
46202 - Below Royalty - Swift
46203 - Below Royalty - Aguilera
46205 - Below Royalty - Sung
46208 - Below Royalty - Britney
46209 - Below Royalty - Coty
46211 - Below Royalty - Varvatos
46212 - Below Royalty - Juicy
46213 - Below Royalty - Other
46214 - RoyaltyExp_Aniston
46217 - Below Royalty - All Saints
46218 - Below Royalty Juicy Fragrance
46219 - Below Royalty Lucky
45 - Total Interest Income (Expense), Net
46 - Total Interest & Dividend Income
460 - Interest & Investment Income
46001 - Interest Income
461 - Dividends Income
46101 - Dividends Income Inter Company
47 - Total Interest Expense
467 - InterCo Interest Inc/(Exp)
46701 - Inter Company Interest Income

46702 - Inter Company Interest Expense
470 - Interest Expense (Third party)
463 - Interest Expense
46301 - Revolving Interest
46303 - Commercial Paper/Discount of receivables
46307 - Pool Interest Expense
46308 - Other Misc. Interest Expense
464 - Interest Expense Loans
46410 - Amortization of Future Interest - TDR
46419 - Interest Expense 2020 BrandCo-B1
46420 - Interest Expense 2020 BrandCo-B2
46421 - Interest Expense 2020 BrandCo-B3
46431 - Interest expense others Loan
46801 - Amortization of debt Issue Cost
469 - Foreign currency Gain/(Loss)
46901 - Realized Exchange Gain (Loss)
46902 - Unrealized Exchange Gain (Loss)
MSC - Miscellaneous, Net
47101 - Agency Fees
47102 - Miscellaneous Other
490 - Provision for Income Taxes
4901 - Federal Income Taxes
49011 - Federal Tax Provision CY
49012 - Federal Tax Provision PY
49013 - Deferred Federal Tax Provision
49014 - Federal Tax Provision Long Term
4902 - U.S. State / Local Income Taxes
49021 - U.S. State / Local Tax Provision CY
49023 - Deferred U.S. State / Local Tax Provision
4903 - Foreign Income Taxes
49031 - Foreign Tax Provision CY
49032 - Foreign Tax Provision PY
49033 - Deferred Foreign Tax Provision
49034 - Foreign Tax Provision Long Term
494 - Gain/(Loss) from discontinued operations (Net of Taxes)
49402 - Gain (loss) on disposition of disc. ops.
BALANCESHEET - Net Balance Sheet
ASSETS
10 - Total current assets
101 - Cash and Cash Equivalents
1010 - Cash
10101 - Cash-Pool
10102 - Cash Non Pool
10103 - Cash in transit
10150 - Short Term Investments
102 - Accounts receivable trade- Net
10201 - Gross Accounts Receivable

10205 - Allowance for Doubtful Accounts
10206 - Allowance for Discounts
103 - Inventories - Net
10300 - Gross Inventories
10301 - Capitalized Variances
10370 - Inventory Reserves
1052 - Deferred Tax Assets, Current
10521 - Deferred tax Federal Curr Asset
10524 - Deferred tax Foreign Curr Asset
10522 - Deferred Tax Assets, Valuation Allowance
105 - Prepaid Expenses and Other
PPO - Prepaid Expenses and Other
104 - Prepaid Expenses
10401 - Prepaid - Advertising
10403 - Advances to suppliers
10404 - Prepaid - Sales Promotion
10405 - Prepaid - Office and MIS Supplies
10406 - Prepaid - insurance
10407 - Prepaid - Travel
10408 - Prepaid - Rent/Lease
10411 - Prepaid - Tax expenses
10412 - Prepaid - Employee Benefits
10413 - Prepaid - Maintenance
10414 - Prepaid - Trade Shows
10415 - Prepaid - Other miscellaneous PPD
1051 - Sundry receivables
10501 - Notes Receivable
10502 - Royalties
10505 - Advances to employees
10506 - Advances to salesmen
10507 - Value Added Tax Refund
10509 - Other Miscellaneous Sundry
10504 - ST Pension
10510 - Vendor Rebate
10512 - Claims
10513 - Derrivative Instrument
10514 - Receivable for sale of items other than product
10515 - Third Party Interest Receivable
STA - Other Short Term Assets
10591 - Due from Holdings
10508 - Income Tax Refund
109 - Interco Receivables - Combined
10901 - InterCo Receivable - Trade
10906 - InterCo Receivable - Non Trade
10907 - InterCo Receivable- interest
900L - Total ICP Difference Accounts
910L - Finance Difference

920L - Trade Difference
930L - Non Trade Difference
940L - Non trade Long Term Difference
11 - Total Non-Current Assets
111 - Plant, Property & Equipment, Net
110 - Gross Plant, Property & Equipment
110A - Gross PP&E Other than ROU
11001 - Land
11010 - Land Improvements
11002 - Buildings & Build. Improvements
11003 - Leasehold improvements
11004 - Machinery & Equipment
11005 - Tools, Dies & Molds
11006 - Transport Equipment
11007 - Office furniture
11008 - Data handling equipment
11011 - Capital Lease Auto
11012 - Capital Lease IT
11013 - Capital Lease M&E
14700 - MIS, Gross
14750 - MIS in process
11009 - Work in process
11014 - Counters and trade fixtures
110B - Gross PP&E ROU Assets
11081 - Operating Lease Auto
11082 - Operating Lease IT
11083 - Operating Lease M&E
11084 - Operating Lease Real Estate
115 - P.P. & Equip. Depreciation
115A - PP&E other than ROU Depreciation
11501 - Buildings & Build.improvements deprec.
11508 - Land Improvements Deprec.
11502 - Leasehold improvements deprec.
11503 - Machinery & Equipment deprec.
11504 - Tools, Dies & Molds deprec.
11505 - Transport Equipment deprec.
11506 - Office furniture deprec.
11507 - Data handling equipment deprec.
14800 - MIS, Amortization
11610 - Capital Lease Auto deprec.
11620 - Capital Lease IT deprec.
11630 - Capital Lease M&E deprec.
11509 - Counters and trade fixtures deprec.
115B - PP&E ROU Assets Amortization
11581 - Operating Lease Auto deprec.
11582 - Operating Lease IT deprec.
11583 - Operating Lease M&E deprec.

11584 - Operating Lease Real Estate deprc.
16 - Total Intangible Assets, Net
120 - Goodwill, Net
12001 - Goodwill Gross
1401 - Trademarks, Patents, Other Intangibles & Deferred License, Net
1300 - Trademarks, Net
13002 - Trademarks, Gross
13502 - Trademarks, Amortization
1400 - Patents, Net
14002 - Patents, Gross
14502 - Patents, Amortization
141 - Licenses, Net
14101 - Licenses, Gross
14102 - Licenses, Amortization
142 - Customer Relationships, Net
14201 - Customer Relationships, Gross
14202 - Customer Relationships, Amortization
143 - Distribution Rights, Net
14301 - Distribution Rights, Gross
14302 - Distribution Rights, Amortization
149 - Other Intangibles, Net
14903 - Other Intangibles, Gross
14953 - Other Intangibles, Amortization
164 - Deferred Income Tax, Non-Current
16410 - Deferred Tax Federal Non-Curr Asset
16411 - Deferred Tax State Non-Curr Asset
16412 - Deferred Tax Foreign Non-Curr Asset
16490 - Non-Current Deferred Income Tax, Reserve
160 - Other Deferred Charges
1600 - Oth Deferred charges License, Net
16012 - Oth Deferred charges License, Gross
16013 - Oth Deferred charges License, Amortization
16011 - Def Fin Chgs
1500 - Permanent Displays
15001 - Permanent display - WIP
15002 - Permanent display - Asset
15003 - Permanent display - Amortization
162 - Miscellaneous Other Assets
16202 - Deposits
16204 - Income Tax Refund LT
16205 - Other Miscellaneous Assets
16209 - Deferred Receivables
16211 - Holdings Postretirement
16212 - Restrictive Stock
16500 - Investments in Consolidated subs
16600 - Non Current Assets Interco Non-Trade
LIABEQ - Total Liabilities and Stockholder's Equity

LIABILITIES - Total Liabilities
2A - Current Liabilities
20 - Notes Payable and Current Portion of LTD
201 - Notes Payable
20111 - Discounted Receivable
20115 - Other miscellaneous overdraft
200 - Current Portion of Long Term Debt
20230 - Short term debt Face Term Loan
20231 - Short Term New BrandCo. Second-Lien Term Loan
20233 - Short term debt Face Netherlands Loan
20234 - Short term debt Spanish Gov't Loan
20235 - Short term debt Face Revolver
20236 - Net Debt Issuance Costs ST Netherlands Loan
20242 - Debt Discount ST Netherlands Loan
20246 - Short Term debt Face 2020 BrandCo-B1
20247 - Short Term debt Face 2020 BrandCo-B2
20248 - Short Term debt Face 2020 BrandCo-B3
210 - Accounts Payable
21010 - Accounts Payable Trade
21011 - ST Overdraft - Outstanding checks
212 - Accounts InterCo Payable - Current
21201 - InterCo Payable - Trade
21301 - InterCo Payable - Non Trade
21401 - InterCo Payable - Interest
22 - Total Accrued Expenses and other
ACR - Accrued Expenses and Other
220 - Accrued Compensation & Benefits
22010 - Accrued Salaries/Wages/Fringe Benefits
22011 - Accrued Bonus
22012 - Accrued Salesmen Commissions
22013 - Accrued Vacation, Holiday, Leave
22014 - Accrued Severance
22015 - Accrued Profit Sharing
22016 - Accrued Other Miscellaneous
22017 - Accrued Postretirement ST- Defined Benefit Plans
22018 - Accrued Pension ST - Defined Benefit Plan
22019 - Accrued Comp and Benefit - Other
22020 - Accrued LTIP (Current Portion)
227 - Advertising & Promotional Liabilities
22701 - Accrued Advertising
22702 - Accrued in store Promotion
22703 - Accrued Co-op Advertising
22706 - Accrued MDF
22705 - Accrued Other Adv & Promo
228 - Accrued Royalties
22801 - Accrued Royalties - Carey
22804 - Accrued Royalties - Claiborne

22808 - Accrued Royalties - Taylor
22809 - Accrued Royalties - Britney
230 - Accrued Marketing Costs
23001 - Accrued Rebates to Customers
23002 - Accrued Coupon Redemption
23004 - Accrued Shows/Meetings
23007 - Accrued Marketing Demo
23005 - Accrued Other Marketing
23100 - Sales returns reserve
232 - Other accrued Liabilities
23201 - Audit Fees
23202 - Legal Fees
23203 - Insurance
23204 - Contingent Consider
23205 - Contingent Consider
23206 - Freight/Distribution
23207 - Rent
23208 - Travel
23209 - Deferred Revenue ST
23214 - Environmental Liability
23215 - Software Licenses
23216 - Professional Services
23217 - Maintenance & Repairs
23211 - Accrued Other Liab - Misc.
STL - Other Short Term Liabilities
20240 - Short Term Financial Leasing
20241 - Short Term Operating Leasing
22200 - Accrued Restructuring
2230 - Total Accrued Income Tax Payable
22300 - Accrued Federal Income Tax Payable
22311 - Accrued State Income Tax Payable
22310 - Accrued Foreign Income Tax Payable
224 - Accrued Non Income Taxes
22411 - Accrued Value Add Tax
22412 - Accrued Social Security
22413 - Accrued Employees Withholding Tax
22414 - Accrued Other Non Income Taxes
225 - Accrued Interest & Dividens
22501 - Accrued Interest Expenses
22502 - Accrued Dividends
2B - Total Long-Term Liabilities
23 - Total Long Term Debt
203 - Long term debt
20213 - Long term debt Discount - Term Loan
20214 - Net Debt Issuance Costs - Term Loan
20216 - Net Debt Issuance Costs - 6 1/4 Notes
20219 - Net Debt Issuance Costs – 2020 BrandCo Facility

20219B - Net Debt Issu. Costs Foreign Asset-Based Term Facility
20219C - Net Debt Issu. Costs Tranch A - Revolving Credit Facility
20219D - Net Debt Issu. Costs SISO Term Loan Facility
20220 - Long term debt Face - Term Loan
20222 - Long term debt Face 6 1/4 Notes
20224 - Long term debt Face Spanish Gov't Loan
20226 - Long Term debt Face 2020 BrandCo-B1
20227 - Long Term debt Face 2020 BrandCo-B2
20228 - Long Term debt Face 2020 BrandCo-B3
20229 - Long Term Debt Face-FILO Tranche B ABL Revolver
20229B - Long Term Foreign Asset-Based Term Facility
20229D - Long Term SISO Term Loan Facility
20229E - Long Term New BrandCo. Second-Lien Term Loan
20229F - Troubled-Debt-Restructuring: Future Interest - Long Term
24 - Other Long-Term Liabilities
23603 - Long Term Finance Leasing
23631 - Long Term Operating Leasing
2360 - Total LT Income Liability
23611 - LT Federal Income Taxes Payable
23623 - LT State Income Taxes Payable
23624 - LT Foreign Income Taxes Payable
2361 - Total Deferred tax Non-Curr Liability
23601 - Deferred tax Federal Non-Curr Liability
23614 - Deferred tax Foreign Non-Curr Liability
2365 - Accrued Post Employment Benefits
23653 - Defined Benefit Plan
23655 - Defined Contribution
23656 - LT Incentive Plan L/T Portion
23650 - Other Long Term Employee Benefits
23657 - Pension - Unfunded/(Funded) Status
23658 - Deferred Compensation
237 - Other Misc. Long-Term Liabilities
23702 - Agents Severance
23706 - Deferred Revenue
23707 - Other Long Term Liabilities
23710 - L/T Environmental Reserve
23713 - L/T Software Licenses
23714 - Non Current Liabilities Interco Non-Trade
EQUITY - Total Stockholder's Equity
27000 - Capital Stock
27100 - Additional Paid in Capital
28003 - Capital Stock in Treasury
280 - Retained Earnings
28001 - Retained Earnings
28002 - Net income/ (Loss)
950L - Investments in Consolidated Sub Difference
281 - Currency Translation Adjustment

28101 - CTA System Calculation For Net income/loss
28103 - Manual Adjustment
28104 - CTA Reval of LT Interco Rec/(Pay)
28105 - CTA Historical Manual Adjustment
2813 - Other Equity Adjustments
28131 - MTM value of derivative instruments
28132 - Restricted Stock
28133 - Unrecognized Pension Gains/Losses
28134 - Other Equity Adjustments - Misc
23801 - Minority Interest
BALANCE - Balance account

21,393,568.46	15,881,215.79
20,242,943.96	16,813,189.54
20,242,943.96	16,813,189.54
0.00	0.00
401,395.26	898,448.16
749,229.24	-1,830,421.90
-171,666.52	-1,231,512.77
-2,529.57	173,591.91
-169,136.95	-1,405,104.67
904,997.20	174,966.56
832,757.24	0.00
72,239.96	174,966.56
-52,572.31	-1,619,272.89
-49,613.37	0.00
-20,611.39	-953,588.47
0.00	0.00
17,652.45	-665,684.42
-4,445.31	0.00
-4,445.31	0.00
1,262,004.46	0.00
1,257,559.15	0.00
72,916.19	845,397.19
72,916.19	845,397.19
4,107,217.53	175,617.37
1,438,657.84	176,380.55
2,668,559.68	-763.18
958,985.90	0.00
1,709,573.78	-763.18
9,153,832.14	4,733,917.12
5,057,327.99	2,263,255.64
2,305,064.69	1,187,996.70
2,157,531.47	213,840.89
1,774,597.55	213,840.89
0.00	0.00
4,148.04	19,079.79
1,224,379.47	194,761.10
546,070.04	0.00
382,933.91	0.00
0.00	0.00
131,562.82	0.00
0.00	0.00
40,524.74	0.00
204,359.53	0.00
6,486.82	0.00
147,533.22	974,155.81
149,637.17	974,155.81
-2,103.95	0.00

2,752,263.30	1,075,258.95
2,024,819.77	1,075,258.95
839,614.06	60,145.79
178,556.88	44,509.55
-365.66	0.00
1,007,014.49	554,068.60
1,007,014.49	554,068.60
0.00	0.00
0.00	416,535.02
0.00	0.00
0.00	416,535.02
727,443.53	0.00
193,652.11	0.00
533,791.42	0.00
441,099.28	0.00
92,692.14	0.00
2,253,217.71	501,886.97
1,843,286.44	52,786.74
0.00	1,333,669.87
0.00	582,317.89
0.00	582,317.89
8,643,218.09	2,777,449.44
8,342,315.12	2,728,649.53
2,794,827.25	617,837.41
1,137,479.98	0.00
1,657,347.27	617,837.41
3,134,400.00	1,780,900.36
2,268,875.46	0.00
865,524.54	1,780,900.36
112,574.81	0.00
112,368.64	0.00
206.17	0.00
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876,584.50	-103,334.77
1,423,928.57	433,246.54
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0.00	0.00
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0.00	0.00
0.00	0.00
0.00	0.00
300,902.97	48,799.91
3,942.17	-2,827.17
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0.00	0.00

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645,399.48	51,627.08
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-348,438.68	0.00
-13,983,425.87	39,316,424.98
-11,687,179.13	-13,763,176.69
308,448.45	0.00
-2,761,866.79	-2,444,461.70
-75,901.95	0.00
-9,002,153.69	0.00
0.00	-9,990,557.09
-155,705.15	0.00
0.00	-155,705.15
0.00	0.00
0.00	-617,683.49
0.00	0.00
0.00	-2,205.03
0.00	-552,564.23
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0.00	17.16
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0.00	-181,841.26
0.00	-48,603.66
0.00	0.00
0.00	-33,195.16
0.00	-0.57
0.00	0.00
0.00	-13,875.22
0.00	-159,335.00
0.00	-115,726.02
0.00	-4.49
25,421,755.85	-25,408,304.66
0.00	8,336.25
0.00	8,336.25
0.00	8,336.25
0.00	0.00
0.00	0.00
25,421,755.85	-25,416,640.91
25,423,143.44	-25,416,640.91
0.00	0.00

25,423,143.44	-25,416,640.91
1,387.59	0.00
1,387.59	0.00
0.00	0.00
0.00	0.00
0.00	0.00
1,387.59	0.00
0.00	0.00
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0.00	0.00
0.00	0.00
0.00	0.00
204,255.65	-144,943.63
-515,742.63	1,469,294.64
719,998.28	-1,614,238.26
44,593.51	0.00
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44,593.51	0.00
80,969.36	0.00
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80,969.36	0.00
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80,969.36	0.00
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47,419,507.80	349,436,645.96
39,292,037.97	27,814,170.83
5,530,219.22	4,527,469.16
5,530,219.22	4,527,469.16
0.00	4,499,495.09
5,530,219.22	0.00
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17,801,976.10	11,297,608.44
17,830,391.48	12,158,697.61

-28,415.38	-10,324.05
0.00	-850,765.12
1,054,990.87	894,174.34
1,304,371.33	1,503,090.79
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-249,380.46	-438,147.89
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5,449,145.74	624,486.63
5,449,145.74	259,354.42
4,765,643.08	0.00
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86,528.31	0.00
25,401.60	0.00
10,784.77	0.00
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110,513.11	0.00
2,179,903.66	0.00
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2,352,511.63	0.00
683,502.66	259,354.42
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24,581.17	0.00
658,921.49	259,354.42
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0.00	0.00
0.00	365,132.21
9,455,706.04	10,470,432.26
638,844.47	0.00
8,816,861.57	10,470,432.26
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8,127,469.83	321,622,475.13
93,009.61	987,933.13
7,472,600.07	5,527,281.98
4,509,188.11	5,527,281.98
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2,671,484.55	0.00
716,078.02	126,900.11
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202,196.04	0.00
892,037.10	62,860.96
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26,688.63	0.00
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703.77	0.00
0.00	5,337,520.91
2,963,411.96	0.00
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2,963,411.96	0.00
-7,379,590.46	-4,539,348.85
-4,416,178.50	-4,539,348.85
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-2,671,484.56	0.00
-688,653.60	-103,528.13
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-196,595.98	0.00
-832,755.73	-62,860.96
-26,688.63	0.00
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-2,963,411.96	0.00
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167,318.19	754,667.25
0.00	754,667.25
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167,318.19	0.00
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2,536,301.49	576,137.09
1,615,037.63	161,172.11
4,404,131.54	470,828.28
-3,482,867.68	-55,863.31
726,239.61	0.00
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726,239.61	0.00
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-295,956,320.44	295,956,320.44
300,560,921.37	23,347,417.21
47,419,507.80	349,436,645.96

48,632,793.46	335,781,492.49
48,632,719.08	33,796,761.06
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2,462,134.19	60,165.71
2,294,268.40	32,191.64
167,865.79	27,974.08
23,051,224.01	19,926,330.37
27,890,309.14	-411,721.06
-4,839,085.13	19,840,707.48
0.00	497,343.95
23,119,360.87	13,810,264.98
21,153,109.24	13,810,264.98
732,487.70	250,073.59
113,247.41	0.00
626,968.19	250,073.59
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-7,727.90	0.00
0.00	0.00
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0.00	0.00
9,467,353.77	1,826,354.27
151,580.75	0.00
0.00	1,138,393.56
215,026.93	687,960.71
9,100,746.09	0.00
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74.38	301,984,731.43
0.00	0.00
0.00	0.00
0.00	0.00
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0.00	0.00
0.00	0.00
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74.38	0.00
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0.00	0.00
0.00	301,984,731.43
0.00	0.00
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0.00	301,984,731.43
-1,213,282.36	13,655,153.47
2,291,160.68	0.00
89,176,258.78	0.00
0.00	0.00
-42,986,982.09	-26,373,675.67
-66,049,015.38	-1,664,236.23
23,062,033.29	-24,709,439.44
0.00	0.00
-46,932,869.31	40,028,829.14

-48,113,743.19	40,028,829.14
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0.00	0.00
1,180,873.88	0.00
-2,760,850.42	0.00
0.00	0.00
0.00	0.00
-2,760,848.81	0.00
-1.60	0.00
0.00	0.00
-3.31	0.00

December 2021 YTD

April 2022 T

	December 2021 YTD		April 2022 T
	US17GR.CA11 - Revlon Canada Inc	US17GR.CA12 - Elizabeth Arden Ltd Canada	US17GR.CA11 - Revlon Canada Inc
NI - Net Income / (Loss)	\$ 23,062,033	\$ (24,709,439)	2,303,958

YD

US17GR.CA12 -
Elizabeth Arden
Ltd Canada

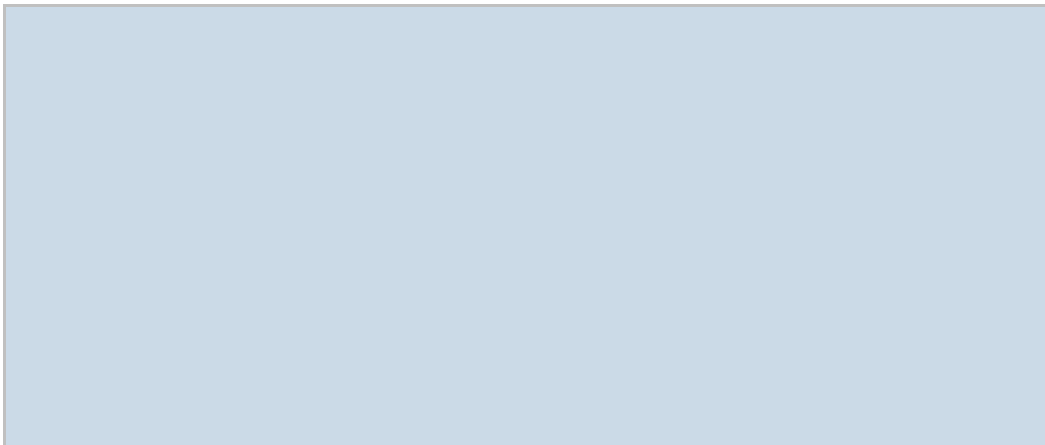
569,849

TAB E

THIS IS **EXHIBIT “E”** REFERRED TO IN THE
AFFIDAVIT OF ROBERT M. CARUSO, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 19th DAY OF JUNE, 2022.

A handwritten signature in blue ink, appearing to read 'Michael', is written above a horizontal line.

Commissioner for taking affidavits



NI - Net Income / (Loss)

NIC - Inc from Continuing Operations Net of Taxes

EBT - Income from Continuing Operations before taxes

OI - OPERATING INCOME

DC - Direct Contribution

3 - Gross Contribution

GP - Gross Profit

NR - Net Sales

NS - Net Sales of Product

30 - Gross Sales

301 - List Price Sales

30101 - List Price of Product Sold

30102 - List Price - Promo

303 - List Price of SVD:

30302 - List Price of SVD Actual Data

3090 - Total Off-Invoice Allowances

30902 - Off Invoice Allowances

30911 - Off Invoice Allowances Big Box Retailers

322 - Sales Deductions

3212 - Customer Spend

32121 - Coop

32122 - Demo

32123 - Training

3221 - Discounts and Allowances

31102 - Markdowns

32101 - Rebates

32103 - Sales Incentive - MDF
32104 - Sales Incentive - Coupons
32105 - Operational Dilution
32201 - Cash Discounts
32415 - Allowances
3110 - Returns including returns accrual
31101 - Returns
33 - Total Other Revenues
33101 - Royalty Income
332 - Other revenues
33201 - Hairdresser's and Beauty's school income
33204 - Shows & demos
34 - Total COG Sold
340 - Total COG Standard after Mgmt Inc.
34000 - Cost of Goods Standard
34201 - Obsolescence
OCG - Other Cost of goods
341 - Total COG Variances
34100 - C.O.G.-Variances
34402 - Purchase Price Variance (PPC+CIP)
346 - Overhead
34601 - Compensation Expense Overhead
34602 - Other Overhead Expenses
342 - Miscellaneous Cost of Goods Sold
34202 - Inventory Adjustments
34204 - Cost of returns
34205 - Taxes
34207 - Miscellaneous other COG Sold
343 - InterCo Margin, Net
3430 - Interco Margin Gross
34301 - Interco Sales at Standard
34302 - Interco COGS at Standard
345 - Cost of SVD
34501 - Cost Special Value Dealer
39 - Distribution
39001 - Direct Distribution
391 - Indirect Distribution
39101 - Compensation Expense Dist
39109 - Other Distribution Expense
43 - Direct Expenses
BS - Brand Support
40 - Consumer Support
401 - Consumer Advertising
WM - Working media
40101 - T.V.
40109 - Print
40110 - Digital

40113 - Working media other
NWM - Non working media
40103 - Production T.V.
40114 - Production Digital
40115 - Production Print
40116 - Brand Ambassador Costs
40106 - Adv Agency Fees
40107 - Non Working Media Other
4011 - Consumer Promotion
40111 - Tester & Samples
40112 - Consumer Promotion Materials
42 - Trade Support & Education
41 - Trade Support
40201 - Promotional Displays
40211 - Trade Advertising
40213 - Other Sell Through
402 - Trade Promotion
40212 - Demo
40218 - Agency and Related - Branded
4021 - Demonstrators and merchandisers
40215 - Compensation Expenses Demo & Merch
40214 - Other Demo & Merch expenses
4320 - Education
40221 - Trade Shows and Events
432 - Trade Education
43201 - Compensation Expense Trade Ed.
43219 - Other Trade Education Expense
40200 - Perm Display expense
40202 - Displays amortization
40203 - Counters Amortization Expense
423 - Third Party Royalty Expense
42300 - Third Party Royalty expense
DO - Departmental & Others
DE - Departmental Expenses
442 - Marketing
44210 - Compensation Expense Marketing
44219 - Other Marketing Expenses
431 - Selling
43101 - Compensation Selling Expense
43199 - Other Selling Expenses
441 - Customer Service
44101 - Compensation Customer Service
44109 - Other Customer Service
443 - General and Administrative
44341 - Compensation G&A
44343 - Other G&A
44344 - Depreciation G&A

446 - R&D
44601 - Compensation R&D
44699 - Other Expenses R&D
444 - Package development
44401 - Compensation
44409 - Other expenses
SGA - Other SG&A
44501 - Bad Debt Reserve
450 - Amortization of Intangibles
45002 - Amortization of Trademarks
45003 - Amortization of other Intangibles
45004 - Amortization of Patents
45005 - Amortization of Def. Charges License
45006 - Amortization of Customer Relationships
45007 - Amortization of Distribution Rights
45008 - Amortization of Licenses
451 - Gain/Loss Long Lived Assets
45121 - Gain Loss on Sale of PPE
45122 - Gain Loss on Sale of Other Assets
45111 - Restructuring Expense
45150 - Acquisition & Integration Expense
45201 - 45201 - Other Indirect SGA
4 - Other Expenses, Net
471 - Inter Company Transactions
47100 - True up HQ fees
47110 - Headquarters Fees
47120 - Royalties
47150 - Intercompany Markup - Purchases
47160 - Intercompany Markup - Sales
47170 - Other Intercompany Transactions
49004 - Marketing Services Fee
49017 - Interco Royalties – Arden
49018 - Interco Royalties – Taylor
49020 - Interco Royalties – Other Owned
462 - Interco Royalty
46201 - Below Royalty - Carey
46205 - Below Royalty - Sung
46208 - Below Royalty - Britney
46209 - Below Royalty - Coty
46211 - Below Royalty - Varvatos
46212 - Below Royalty - Juicy
46213 - Below Royalty - Other
46214 - RoyaltyExp_Aniston
46217 - Below Royalty - All Saints
45 - Total Interest Income (Expense), Net
46 - Total Interest & Dividend Income
460 - Interest & Investment Income

46001 - Interest Income
47 - Total Interest Expense
467 - InterCo Interest Inc/(Exp)
46701 - Inter Company Interest Income
46702 - Inter Company Interest Expense
470 - Interest Expense (Third party)
463 - Interest Expense
46301 - Revolving Interest
46307 - Pool Interest Expense
46308 - Other Misc. Interest Expense
464 - Interest Expense Loans
46410 - Amortization of Future Interest - TDR
46419 - Interest Expense 2020 BrandCo-B1
46420 - Interest Expense 2020 BrandCo-B2
46421 - Interest Expense 2020 BrandCo-B3
46431 - Interest expense others Loan
46801 - Amortization of debt Issue Cost
469 - Foreign currency Gain/(Loss)
46901 - Realized Exchange Gain (Loss)
46902 - Unrealized Exchange Gain (Loss)
MSC - Miscellaneous, Net
47101 - Agency Fees
47102 - Miscellaneous Other
490 - Provision for Income Taxes
4901 - Federal Income Taxes
49011 - Federal Tax Provision CY
49012 - Federal Tax Provision PY
49013 - Deferred Federal Tax Provision
4902 - U.S. State / Local Income Taxes
49021 - U.S. State / Local Tax Provision CY
49024 - U.S. State / Local Tax Provision Long Term
4903 - Foreign Income Taxes
49031 - Foreign Tax Provision CY
49032 - Foreign Tax Provision PY
49033 - Deferred Foreign Tax Provision
49034 - Foreign Tax Provision Long Term
494 - Gain/(Loss) from discontinued operations (Net of Taxes)
49402 - Gain (loss) on disposition of disc. ops.
BALANCESHEET - Net Balance Sheet
ASSETS
10 - Total current assets
101 - Cash and Cash Equivalents
1010 - Cash
10101 - Cash-Pool
10102 - Cash Non Pool
10103 - Cash in transit
10150 - Short Term Investments

102 - Accounts receivable trade- Net
10201 - Gross Accounts Receivable
10205 - Allowance for Doubtful Accounts
10206 - Allowance for Discounts
103 - Inventories - Net
10300 - Gross Inventories
10301 - Capitalized Variances
10370 - Inventory Reserves
1052 - Deferred Tax Assets, Current
10524 - Deferred tax Foreign Curr Asset
10522 - Deferred Tax Assets, Valuation Allowance
105 - Prepaid Expenses and Other
PPO - Prepaid Expenses and Other
104 - Prepaid Expenses
10401 - Prepaid - Advertising
10403 - Advances to suppliers
10404 - Prepaid - Sales Promotion
10405 - Prepaid - Office and MIS Supplies
10406 - Prepaid - insurance
10407 - Prepaid - Travel
10408 - Prepaid - Rent/Lease
10410 - Prepaid - Marketing expenses
10411 - Prepaid - Tax expenses
10412 - Prepaid - Employee Benefits
10413 - Prepaid - Maintenance
10415 - Prepaid - Other miscellaneous PPD
1051 - Sundry receivables
10501 - Notes Receivable
10502 - Royalties
10505 - Advances to employees
10506 - Advances to salesmen
10507 - Value Added Tax Refund
10509 - Other Miscellaneous Sundry
10504 - ST Pension
10511 - Insurance Receivable
10512 - Claims
10513 - Derrivative Instrument
10515 - Third Party Interest Receivable
STA - Other Short Term Assets
10591 - Due from Holdings
10508 - Income Tax Refund
109 - Interco Receivables - Combined
10901 - InterCo Receivable - Trade
10906 - InterCo Receivable - Non Trade
10907 - InterCo Receivable- interest
900L - Total ICP Difference Accounts
910L - Finance Difference

920L - Trade Difference
930L - Non Trade Difference
940L - Non trade Long Term Difference
11 - Total Non-Current Assets
111 - Plant, Property & Equipment, Net
110 - Gross Plant, Property & Equipment
110A - Gross PP&E Other than ROU
11001 - Land
11010 - Land Improvements
11002 - Buildings & Build. Improvements
11003 - Leasehold improvements
11004 - Machinery & Equipment
11005 - Tools, Dies & Molds
11006 - Transport Equipment
11007 - Office furniture
11008 - Data handling equipment
11011 - Capital Lease Auto
11012 - Capital Lease IT
11013 - Capital Lease M&E
14700 - MIS, Gross
14750 - MIS in process
11009 - Work in process
11014 - Counters and trade fixtures
110B - Gross PP&E ROU Assets
11081 - Operating Lease Auto
11082 - Operating Lease IT
11083 - Operating Lease M&E
11084 - Operating Lease Real Estate
115 - P.P. & Equip. Depreciation
115A - PP&E other than ROU Depreciation
11501 - Buildings & Build.improvements deprec.
11508 - Land Improvements Deprec.
11502 - Leasehold improvements deprec.
11503 - Machinery & Equipment deprec.
11504 - Tools, Dies & Molds deprec.
11505 - Transport Equipment deprec.
11506 - Office furniture deprec.
11507 - Data handling equipment deprec.
14800 - MIS, Amortization
11610 - Capital Lease Auto deprec.
11620 - Capital Lease IT deprec.
11630 - Capital Lease M&E deprec.
11509 - Counters and trade fixtures deprec.
115B - PP&E ROU Assets Amortization
11581 - Operating Lease Auto deprec.
11582 - Operating Lease IT deprec.
11583 - Operating Lease M&E deprec.

11584 - Operating Lease Real Estate deprec.
16 - Total Intangible Assets, Net
120 - Goodwill, Net
12001 - Goodwill Gross
1401 - Trademarks, Patents, Other Intangibles & Deferred License, Net
1300 - Trademarks, Net
13002 - Trademarks, Gross
13502 - Trademarks, Amortization
1400 - Patents, Net
14002 - Patents, Gross
14502 - Patents, Amortization
141 - Licenses, Net
14101 - Licenses, Gross
14102 - Licenses, Amortization
142 - Customer Relationships, Net
14201 - Customer Relationships, Gross
14202 - Customer Relationships, Amortization
143 - Distribution Rights, Net
14301 - Distribution Rights, Gross
14302 - Distribution Rights, Amortization
149 - Other Intangibles, Net
14903 - Other Intangibles, Gross
14953 - Other Intangibles, Amortization
164 - Deferred Income Tax, Non-Current
16410 - Deferred Tax Federal Non-Curr Asset
16411 - Deferred Tax State Non-Curr Asset
16412 - Deferred Tax Foreign Non-Curr Asset
16490 - Non-Current Deferred Income Tax, Reserve
160 - Other Deferred Charges
1600 - Oth Deferred charges License, Net
16012 - Oth Deferred charges License, Gross
16013 - Oth Deferred charges License, Amortization
16011 - Def Fin Chgs
1500 - Permanent Displays
15001 - Permanent display - WIP
15002 - Permanent display - Asset
15003 - Permanent display - Amortization
162 - Miscellaneous Other Assets
16202 - Deposits
16204 - Income Tax Refund LT
16205 - Other Miscellaneous Assets
16209 - Deferred Receivables
16211 - Holdings Postretirement
16212 - Restrictive Stock
16500 - Investments in Consolidated subs
16600 - Non Current Assets Interco Non-Trade
LIABEQ - Total Liabilities and Stockholder's Equity

LIABILITIES - Total Liabilities

2A - Current Liabilities

20 - Notes Payable and Current Portion of LTD

201 - Notes Payable

20111 - Discounted Receivable

20114 - Cash Pool

20115 - Other miscellaneous overdraft

200 - Current Portion of Long Term Debt

20230 - Short term debt Face Term Loan

20231 - Short Term New BrandCo. Second-Lien Term Loan

20234 - Short term debt Spanish Gov't Loan

20235 - Short term debt Face Revolver

20236 - Net Debt Issuance Costs ST Netherlands Loan

20242 - Debt Discount ST Netherlands Loan

20246 - Short Term debt Face 2020 BrandCo-B1

20247 - Short Term debt Face 2020 BrandCo-B2

20248 - Short Term debt Face 2020 BrandCo-B3

210 - Accounts Payable

21010 - Accounts Payable Trade

21011 - ST Overdraft - Outstanding checks

212 - Accounts InterCo Payable - Current

21201 - InterCo Payable - Trade

21301 - InterCo Payable - Non Trade

21401 - InterCo Payable - Interest

22 - Total Accrued Expenses and other

ACR - Accrued Expenses and Other

220 - Accrued Compensation & Benefits

22010 - Accrued Salaries/Wages/Fringe Benefits

22011 - Accrued Bonus

22012 - Accrued Salesmen Commissions

22013 - Accrued Vacation, Holiday, Leave

22014 - Accrued Severance

22015 - Accrued Profit Sharing

22016 - Accrued Other Miscellaneous

22017 - Accrued Postretirement ST- Defined Benefit Plans

22018 - Accrued Pension ST - Defined Benefit Plan

22019 - Accrued Comp and Benefit - Other

22020 - Accrued LTIP (Current Portion)

227 - Advertising & Promotional Liabilities

22701 - Accrued Advertising

22702 - Accrued in store Promotion

22703 - Accrued Co-op Advertising

22706 - Accrued MDF

22705 - Accrued Other Adv & Promo

228 - Accrued Royalties

22801 - Accrued Royalties - Carey

22802 - Accrued Royalties - Varvatos

22804 - Accrued Royalties - Claiborne
22806 - Accrued Royalties - Aguilera
22808 - Accrued Royalties - Taylor
22809 - Accrued Royalties - Britney
22811 - Accrued Royalties - Sung
22812 - Accrued Royalties - Ed Hardy
22815 - Accrued Royalties - Aniston
22817 - Accrued Royalties - Juicy Color
22820 - Accrued Royalties – AllSaints
22821 - Accrued Royalties - LuckyRoy
230 - Accrued Marketing Costs
23001 - Accrued Rebates to Customers
23002 - Accrued Coupon Redemption
23004 - Accrued Shows/Meetings
23007 - Accrued Marketing Demo
23005 - Accrued Other Marketing
23100 - Sales returns reserve
232 - Other accrued Liabilities
23201 - Audit Fees
23202 - Legal Fees
23203 - Insurance
23204 - Contingent Consider
23205 - Contingent Consider
23206 - Freight/Distribution
23207 - Rent
23208 - Travel
23209 - Deferred Revenue ST
23214 - Environmental Liability
23215 - Software Licenses
23216 - Professional Services
23217 - Maintenance & Repairs
23211 - Accrued Other Liab - Misc.
STL - Other Short Term Liabilities
20240 - Short Term Financial Leasing
20241 - Short Term Operating Leasing
22200 - Accrued Restructuring
2230 - Total Accrued Income Tax Payable
22300 - Accrued Federal Income Tax Payable
22311 - Accrued State Income Tax Payable
22310 - Accrued Foreign Income Tax Payable
224 - Accrued Non Income Taxes
22411 - Accrued Value Add Tax
22412 - Accrued Social Security
22413 - Accrued Employees Withholding Tax
22414 - Accrued Other Non Income Taxes
225 - Accrued Interest & Dividens
22501 - Accrued Interest Expenses

22502 - Accrued Dividends
2B - Total Long-Term Liabilities
23 - Total Long Term Debt
203 - Long term debt
20213 - Long term debt Discount - Term Loan
20214 - Net Debt Issuance Costs - Term Loan
20216 - Net Debt Issuance Costs - 6 1/4 Notes
20219 - Net Debt Issuance Costs – 2020 BrandCo Facility
20219B - Net Debt Issu. Costs Foreign Asset-Based Term Facility
20219C - Net Debt Issu. Costs Tranch A - Revolving Credit Facility
20219D - Net Debt Issu. Costs SISO Term Loan Facility
20220 - Long term debt Face - Term Loan
20222 - Long term debt Face 6 1/4 Notes
20224 - Long term debt Face Spanish Gov't Loan
20226 - Long Term debt Face 2020 BrandCo-B1
20227 - Long Term debt Face 2020 BrandCo-B2
20228 - Long Term debt Face 2020 BrandCo-B3
20229 - Long Term Debt Face-FILO Tranche B ABL Revolver
20229B - Long Term Foreign Asset-Based Term Facility
20229D - Long Term SISO Term Loan Facility
20229E - Long Term New BrandCo. Second-Lien Term Loan
20229F - Troubled-Debt-Restructuring: Future Interest - Long Term
24 - Other Long-Term Liabilities
23603 - Long Term Finance Leasing
23631 - Long Term Operating Leasing
2360 - Total LT Income Liability
23611 - LT Federal Income Taxes Payable
23623 - LT State Income Taxes Payable
23624 - LT Foreign Income Taxes Payable
2361 - Total Deferred tax Non-Curr Liability
23601 - Deferred tax Federal Non-Curr Liability
23614 - Deferred tax Foreign Non-Curr Liability
2365 - Accrued Post Employment Benefits
23653 - Defined Benefit Plan
23655 - Defined Contribution
23656 - LT Incentive Plan L/T Portion
23650 - Other Long Term Employee Benefits
23657 - Pension - Unfunded/(Funded) Status
23658 - Deferred Compensation
237 - Other Misc. Long-Term Liabilities
23702 - Agents Severance
23706 - Deferred Revenue
23707 - Other Long Term Liabilities
23710 - L/T Environmental Reserve
23713 - L/T Software Licenses
23714 - Non Current Liabilities Interco Non-Trade
EQUITY - Total Stockholder's Equity

27000 - Capital Stock
27100 - Additional Paid in Capital
28003 - Capital Stock in Treasury
280 - Retained Earnings
28001 - Retained Earnings
28002 - Net income/ (Loss)
950L - Investments in Consolidated Sub Difference
281 - Currency Translation Adjustment
28101 - CTA System Calculation For Net income/loss
28103 - Manual Adjustment
28104 - CTA Reval of LT Interco Rec/(Pay)
28105 - CTA Historical Manual Adjustment
2813 - Other Equity Adjustments
28131 - MTM value of derivative instruments
28132 - Restricted Stock
28133 - Unrecognized Pension Gains/Losses
28134 - Other Equity Adjustments - Misc
23801 - Minority Interest
BALANCE - Balance account

US17GR.CA11 - Revlon Canada Inc	US17GR.CA12 - Elizabeth Arden Ltd Canada
[ICP Top]	[ICP Top]
Actual	Actual
2022	2022
YTD - Year-to-Date	YTD - Year-to-Date
Total Brand - Total Brand	Total Brand - Total Brand
USD Total	USD Total
Total Rollforward - Total rollforward	Total Rollforward - Total rollforward
Total Region - One In Beauty	Total Region - One In Beauty
Total Reporting - Total Reporting	Total Reporting - Total Reporting
2,303,958	569,849
2,303,958	569,849
2,303,958	569,849
4,441,182	3,462,889
7,301,655	4,235,584
8,899,714	5,342,794
10,703,555	5,428,380
18,832,296	10,987,803
18,832,296	10,987,803
26,932,778	17,661,715
34,230,375	17,661,715
34,230,375	14,888,653
-	2,773,062
-	-
-	-
7,297,596	-
7,297,596	-
-	-
8,562,230	4,969,299
-	753,256
-	245,506
-	507,750
-	-
8,562,230	4,216,043
(39,841)	3,266,773
-	-

3,785,852	-
-	-
4,354,857	285,253
461,362	-
-	664,017
(461,748)	1,704,613
(461,748)	1,704,613
-	-
-	-
-	-
-	-
8,128,741	5,559,422
7,526,013	5,228,890
7,526,013	5,228,890
221,128	448,618
381,601	(118,086)
337,579	(123,784)
347	(5,410)
337,232	(118,373)
286,576	43,250
268,081	-
18,495	43,250
(276,740)	(447,346)
(75,988)	-
(199,493)	(306,830)
-	-
(1,259)	(140,516)
0	-
0	-
81,864	-
81,864	-
34,185	409,794
34,185	409,794
1,803,841	85,587
652,048	85,587
1,151,793	-
275,659	-
876,134	-
1,598,058	1,107,210
749,508	514,018
1,679	335,144
27,785	-
46,597	-
-	-
-	-
35,794	-

10,803	-
(18,812)	-
-	-
(7,917)	-
-	-
-	-
(10,895)	-
-	-
(26,106)	335,144
17,438	335,144
(43,545)	-
747,829	178,873
608,872	178,873
231,528	40,329
9,169	-
22,898	-
345,276	107,122
345,276	107,122
-	-
-	31,423
-	-
-	31,423
138,958	-
(11,227)	-
150,185	-
129,885	-
20,299	-
565,989	142,630
282,561	32,567
-	278,731
-	139,263
-	139,263
2,860,473	772,695
2,819,904	752,791
1,360,997	323,136
411,123	-
949,874	323,136
1,033,488	597,609
732,439	-
301,049	597,609
23,143	-
23,101	-
42	-
402,275	(167,955)
52,114	(250,967)
350,161	83,012
-	-

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-	-
-	-
-	-
40,569	19,904
(5,062)	19,904
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-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
62,487	-
-	-
(16,856)	-
2,137,224	2,893,040
(1,893,775)	(2,911,614)
-	-
(690,860)	(532,153)
(59)	-
(1,202,856)	(2,125,290)
-	(9,006)
-	-
-	-
-	(133,685)
-	-
-	(686)
-	(110,793)
-	-
-	(93,364)
-	(14,479)
-	-
-	(13)
-	-
-	-
-	87
-	(3,024)
57,349	(55,068)
-	-
-	-

-	-
57,349	(55,068)
57,355	(55,068)
-	-
57,355	(55,068)
6	-
6	-
-	-
-	-
6	-
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-	-
(218,124)	73,642
1,715,027	668,445
(1,933,151)	(594,803)
(82,674)	-
-	-
(82,674)	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
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-	-
-	-
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-	-
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#Invalid

#Invalid

28,487,609	26,454,804
2,613,647	225,113
2,613,647	225,113
-	175,048
2,613,647	-
-	50,065
-	-

6,527,857	12,429,245
6,725,729	13,704,680
(22,968)	(29,637)
(174,904)	(1,245,798)
1,031,525	854,943
1,411,396	1,390,203
-	(117,712)
(379,871)	(417,549)
-	-
-	-
-	-
2,989,552	504,876
2,989,552	146,048
2,458,000	-
-	-
-	-
55,592	-
62,517	-
96,794	-
-	-
108,605	-
-	-
2,142,269	-
-	-
-	-
(7,777)	-
531,552	146,048
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531,552	146,048
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-	-
-	358,829
-	-
-	358,829
15,325,028	12,440,627
708,661	-
14,616,367	12,440,627
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-	-

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14,489,740	25,324,700
6,837,892	689,719
11,520,905	5,431,858
4,435,889	5,431,858
-	-
-	-
-	-
2,625,364	-
703,716	124,709
-	-
-	-
198,705	-
881,877	61,776
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-	-
-	-
26,228	-
-	-
(0)	-
-	5,245,373
7,085,016	-
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-	-
-	-
7,085,016	-
(4,683,012)	(4,742,139)
(4,353,224)	(4,742,139)
-	-
-	-
(2,625,364)	-
(678,872)	(108,100)
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(193,961)	-
(828,800)	(61,776)
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-	(4,572,263)
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(329,788)	-
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1,757,054	481,847
(986,977)	(87,005)
720,960	-
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720,960	-
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4,296,304	23,347,417
42,977,348	51,779,504

41,851,529	37,805,277
36,012,233	31,776,866
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4,147,869	235,346
3,624,969	185,281
522,900	50,065
20,968,819	22,587,308
20,517,036	6,255,097
451,783	15,779,607
-	552,604
10,895,546	8,954,212
8,297,409	8,954,212
347,154	81,823
133,303	-
201,690	81,823
-	-
12,160	-
-	-
-	-
-	-
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2,799,443	1,125,777
148,964	-
-	579,861
299,243	545,916
2,351,236	-
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4,042,502	6,443,117
1,108,296	1,303,495
1,880	(0)
114,221	32,662
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92,158	-
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900,038	1,270,833
2,598,136	-
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957,390	-
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(80,547)	-
1,721,293	-
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5,839,296	6,028,411
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73	-
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73	-
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(7,518)	-
-	-
-	6,028,411
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-	-
-	-
-	-
-	-
-	6,028,411
1,125,830	13,974,228

2,291,161	-
89,176,259	-
-	-
(40,683,025)	(25,803,826)
(42,986,982)	(26,373,676)
2,303,958	569,849
-	-
(46,953,182)	39,778,054
(48,134,056)	39,778,054
-	-
-	-
1,180,874	-
(2,705,383)	0
-	0
-	-
(2,705,381)	-
(2)	-
-	-
(10)	(0)

TAB F

THIS IS **EXHIBIT “ ”** REFERRED TO IN THE
AFFIDAVIT OF ROBERT M. CARUSO, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 19th DAY OF JUNE, 2022.

A handwritten signature in blue ink, appearing to read 'Michael', is written above a horizontal line.

Commissioner for taking affidavits

ASSUMPTION AGREEMENT, dated as of March 22, 2018, made by Elizabeth Arden (Canada) Limited and Revlon Canada Inc. (the “Additional Grantors” and each an “Additional Grantor”), in favor of Citibank, N.A., as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H:

WHEREAS, Revlon Consumer Products Corporation, a Delaware corporation (the “Borrower”), Revlon, Inc., a Delaware corporation (“Holdings”), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the “Lenders”), Citibank, N.A., as Administrative Agent, Collateral Agent, Issuing Lender and Swingline Lender have entered into that certain Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, waived, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantors) have entered into the ABL Guarantee and Collateral Agreement, dated as of September 7, 2016 (as amended, waived, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent for the benefit of itself and the other Secured Parties; and

WHEREAS, the Additional Grantors have each agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, each Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Guarantor and a Grantor thereunder with the same force and effect as if originally named therein as a Guarantor and a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Guarantor and a Grantor thereunder. The information set forth in Annex I hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. Each Additional Grantor hereby represents and warrants, to the extent applicable and with respect to itself, that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as of the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.


2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT

MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

ELIZABETH ARDEN (CANADA) LIMITED
as Grantor and Guarantor

By: 
Name: Michael T. Sheehan
Title: Vice President and Secretary

REVLON CANADA INC.
as Grantor and Guarantor

By: 
Name: Michael T. Sheehan
Title: Vice President

NOTICE ADDRESSES

<u>Name of Grantor</u>	<u>Mailing Address</u>
Elizabeth Arden (Canada) Limited	505 Apple Creek Blvd., Unit #2, Markham, Ontario, Canada L3R 5B1
Revlon Canada Inc.	1590 South Gateway Road Mississauga, Ontario L4W 0A8 Canada

INVESTMENT PROPERTY

Pledged Equity

<u>Debtor/Grantor</u>	<u>Issuer</u>	<u>Jurisdiction</u>	<u># of Shares Pledged</u>	<u>Total Shares Outstanding</u>	<u>% Pledged¹</u>	<u>Certificate No.</u>
Elizabeth Arden International Holding, Inc.	Elizabeth Arden (Canada) Limited	Canada	1 Common Shares	987,241 Common Shares	<0.01%	3
Elizabeth Arden International Holding, Inc.	Elizabeth Arden (Canada) Limited	Canada	335,662 Common Shares	987,241 Common Shares	34%	6
Revlon International Corporation	Revlon Canada Inc.	Canada	340,011	1,000,011	34%	C-2

¹ The balance of the total shares (66%) was previously pledged under the Guarantee and Collateral Agreement.

Annex I to
Assumption Agreement

Supplement to Schedule 3

LEGAL NAME, JURISDICTIONS OF ORGANIZATION, IDENTIFICATION
NUMBER AND PPSA FILING JURISDICTIONS

<u>Name of Debtor/Grantor</u>	<u>Jurisdictions of Organization/Formation</u>	<u>Incorporation/Registration Number</u>	<u>PPSA Filing Jurisdiction</u>
Elizabeth Arden (Canada) Limited	Canada (Ontario)	3794032	Ontario
Revlon Canada Inc.	Canada (Ontario)	913770-0	Ontario

Annex I to
Assumption Agreement
Supplement to Schedule 4

[Reserved]

Annex I to
Assumption Agreement

Supplement to Schedule 5

COMMERCIAL TORT CLAIMS

None

TAB G

THIS IS **EXHIBIT** “ ” REFERRED TO IN THE
AFFIDAVIT OF ROBERT M. CARUSO, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 19th DAY OF JUNE, 2022.

A handwritten signature in blue ink, appearing to read 'Michael', is written above a horizontal line.

Commissioner for taking affidavits

CANADA - ABL COLLATERAL AGREEMENT

made by

Revlon Canada Inc. and Elizabeth Arden (Canada) Limited

and any other Subsidiary Grantors party hereto

in favor of

CITIBANK, N.A.,
as Collateral Agent

Dated as of March 22, 2018

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SCHEDULES

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ANNEXES

Annex I	Assumption Agreement
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ABL COLLATERAL AGREEMENT

ABL COLLATERAL AGREEMENT, dated as of March 22, 2018, made by each of the signatories hereto, in favor of Citibank, N.A., as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties (as defined in the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Revlon Consumer Products Corporation, a Delaware corporation (the “Borrower”), and certain local borrowing subsidiaries as may be from time to time party thereto, as borrowers, Revlon, Inc., a Delaware corporation (“Holdings”), the banks and other financial institutions or entities (the “Lenders”) from time to time parties thereto and Citibank, N.A., as administrative agent, collateral agent, issuing lender and swingline lender)).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders and Issuing Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor (as defined below);

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders and Issuing Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Collateral Agent for the benefit of the Administrative Agent, the Collateral Agent and the other Secured Parties;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Issuing Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the PPSA: “Accession”, “Account”, “Certificated”

Security”, “Chattel Paper”, “Consumer Goods”, “Documents of Title”, “Equipment”, “Goods”, “Intangibles”, “Instrument”, “Inventory”, “Money”, “Securities Account”, “Securities Intermediary”, “Security”, and “Uncertificated Security”.

(b) The following terms shall have the following meanings:

“Additional Obligations”: the meaning assigned to the term “Specified Additional Obligations” in the Credit Agreement.

“Agreement”: this ABL Collateral Agreement, as the same may be amended, waived, supplemented or otherwise modified from time to time.

“Borrower”: as defined in the preamble hereto.

“Borrower Credit Agreement Obligations”: the meaning assigned to the term “Obligations” in the Credit Agreement.

“Cash Management Obligations”: the meaning assigned to the term “Specified Cash Management Obligations” in the Credit Agreement.

“Collateral”: as defined in Section 3.1.

“Collateral Account”: any collateral account established by the Collateral Agent as provided in Section 6.5.

“Copyright Licenses”: with respect to any Grantor, all written license agreements, now or hereafter in effect, granting to or from Grantor any right under any Copyright.

“Copyrights”: (i) all copyrights arising under the laws of the United States, Canada, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Copyright Office, the Canadian Intellectual Property Office or in any foreign counterparts thereof, and (ii) the right to obtain all renewals thereof.

“Defined Benefit Pension Plan”: a “registered pension plan”, as that term is defined in subsection 248(1) of the Income Tax Act (Canada), which contains a “defined benefit provision”, as that term is defined in subsection 147.1(1) of the Income Tax Act (Canada).

“Deposit Account”: as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution in any jurisdiction.

“Deposit Account Control Agreement”: (a) an agreement, in form and substance reasonably satisfactory to the Collateral Agent, among any Grantor, a depository institution holding such Grantor’s funds, the Collateral Agent and, prior to the Discharge of Term Priority Claims and with respect to Term Facility First Priority Collateral, the Term Collateral Agent, as

gratuitous agent, which provides the Collateral Agent and, prior to the Discharge of Term Priority Claims and with respect to Term Facility First Priority Collateral, the Term Collateral Agent, as gratuitous agent, with “control” (as such term is used in Article 9 of the Uniform Commercial Code) over the applicable Deposit Account(s) described therein or (b) any other agreements, waivers, notices or arrangements which, in the reasonable discretion of the Collateral Agent, are sufficient to maintain a perfected security interest in such Deposit Account(s) under applicable law.

“Discharge of Term Priority Claims”: as defined in the ABL Intercreditor Agreement.

“Excluded Accounts”: (a) any Deposit Account used solely for: (i) funding payroll or segregating payroll taxes or funding other employee wage or benefit payments in the ordinary course of business, (ii) segregating Registered Retirement Savings Plan contributions or contributions to an employee stock purchase plan and other health and benefit plan, in each case for payment in accordance with any applicable laws or (iii) any zero-balance disbursement accounts, (b) any Deposit Account or Securities Account the funds in which consist solely of funds held by the Borrower or any Subsidiary on behalf of or in trust for the benefit of any third party that is not an Affiliate of the Borrower, any Subsidiary or any Permitted Investor and (c) any Deposit Account the funds in which consist solely of cash earnest money deposits or funds deposited under escrow or similar arrangements in connection with any letter of intent or purchase agreement for a Permitted Acquisition or any other transaction permitted under the Credit Agreement.

“Grantors”: the collective reference to each signatory hereto (other than the Collateral Agent) together with any other entity that may become a party hereto as provided in Section 8.14.

“Grantor Obligations”: with respect to any Grantor, all obligations and liabilities of such Grantor which may arise under or in connection with this Agreement, any guarantee to which such Grantor is a party or any other Loan Document to which such Grantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees and disbursements of counsel to the Administrative Agent, to the Collateral Agent or to the other Secured Parties that are required to be paid by such Grantor pursuant to the terms of this Agreement or any other Loan Document).

“Hedge Agreement Obligations”: the collective reference to all obligations and liabilities of the Borrower and any other Loan Party (including, without limitation, interest accruing at the then applicable rate provided in any Specified Hedge Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower or the applicable Loan Party, whether or not a claim for post-filing or post-petition interest is allowed or allowable in such proceeding) to any counterparty under a Specified Hedge Agreement (each, a “Hedge Provider”), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, in each case, which may arise under, out of, or in connection with, any Specified Hedge Agreement or any other document made, delivered or given in connection therewith, in each case whether on

account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees and disbursements of counsel to the relevant Hedge Provider that are required to be paid by the Borrower or the applicable Loan Party, as the case may be, pursuant to the terms of any Specified Hedge Agreement).

“Hedge Provider”: as defined in the definition of “Hedge Agreement Obligations”.

“Intellectual Property”: the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, Canada, multinational or foreign laws or otherwise, including, without limitation, Copyrights, Patents, Trademarks, trade names, domain names, industrial designs, know-how and processes, all rights to sue at law or in equity for any infringement, dilution, misappropriation or other violation thereof, including the right to receive all Proceeds and damages therefrom.

“Investment Property”: the collective reference to (i) all “investment property” as such term is defined in the PPSA, and (ii) whether or not constituting “investment property” as so defined, all Pledged Securities.

“Issuers”: the collective reference to each issuer of a Pledged Security.

“Material Intellectual Property”: any Intellectual Property included in the Collateral that is owned by or exclusively licensed to any Grantor and is material to the business of the Borrower and its Subsidiaries, taken as a whole.

“Patent License”: with respect to any Grantor, all written license agreements, now or hereafter in effect, providing for the grant by or to such Grantor of any right in or to any Patent.

“Patents”: (i) all letters patent of the United States, Canada, any other country or any political subdivision thereof, and all applications for the issuance thereof, (ii) all continuations, divisions, continuations-in-part or renewals thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Pledged Notes”: all promissory notes listed on Schedule 2 and all other promissory notes issued to or held by any Grantor in excess of \$10,000,000 in the aggregate for all such notes (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business) other than Excluded Collateral.

“Pledged Securities”: the collective reference to the Pledged Notes and the Pledged Stock.

“Pledged Stock”: the collective reference to (i) the shares of Capital Stock listed on Schedule 2 and (ii) any other shares, stock certificates, options, interests or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect other than Excluded Collateral.

“Proceeds”: all “proceeds” as such term is defined in the PPSA and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

“PPSA”: the *Personal Property Security Act* (Ontario), as amended from time to time.

“Receivable”: any right to payment for goods or other property sold, leased, licensed or otherwise disposed of or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper or classified as an Intangible and whether or not it has been earned by performance (including, without limitation, any Account). References herein to Receivables shall include any collateral securing such Receivable.

“Registered Pension Plan”: a “registered pension plan”, as that term is defined in subsection 248(1) of the Income Tax Act (Canada), which is sponsored, administered or contributed to by a Grantor or in respect of which any Grantor has any liability, including for greater certainty, the Revlon Retirement Plan.

“Revlon Retirement Plan”: The Affiliated Revlon Companies Employees’ Retirement Plan, Financial Services Commission of Ontario registration number 0591917.

“Secured Obligations”: (i) the Borrower Credit Agreement Obligations (ii) the Hedge Agreement Obligations, (iii) the Cash Management Obligations, (iv) the Additional Obligations and (v) the Grantor Obligations, but, as to clauses (ii), (iii) and (iv) hereof, only to the extent that, and only so long as, the Borrower Credit Agreement Obligations are secured pursuant hereto; provided that Secured Obligations shall exclude any Excluded Swap Obligations.

“Securities Account Control Agreement”: (a) an agreement, in form and substance reasonably satisfactory to the Collateral Agent, among any Grantor, a securities intermediary holding such Grantor’s funds, the Collateral Agent and, prior to the Discharge of Term Priority Claims and with respect to Term Facility First Priority Collateral, the Term Collateral Agent, as gratuitous agent, which provides the Collateral Agent and, prior to the Discharge of Term Priority Claims and with respect to Term Facility First Priority Collateral, the Term Collateral Agent, as gratuitous agent, with “control” (as such term is used in the STA) over the applicable Securities Account(s) described therein or (b) any other agreements, waivers, notices or arrangements which, in the reasonable discretion of the Collateral Agent, are sufficient to maintain a perfected security interest in such Securities Account(s) under applicable law.

“STA”: the Securities Transfer Act (*Ontario*), as amended from time to time.

“Term Collateral Agent”: the meaning assigned to the term “Designated Term Loan Agent” in the ABL Intercreditor Agreement.

“Term Facility First Priority Collateral”: as defined in the ABL Intercreditor Agreement.

“Trademark License”: with respect to any Grantor, all written license agreements, now or hereafter in effect, providing for the grant by or to such Grantor of any right to use any Trademark.

“Trademarks”: (i) all trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade dress, service marks, logos and other source or business identifiers, designs and intangibles of like nature, all goodwill associated therewith or symbolized thereby and all common-law rights related thereto, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency of the United States or any State thereof, Canada or any other country or any political subdivision thereof, and (ii) the right to obtain all renewals thereof.

“Unfunded Advances/Participations”: (a) with respect to the Administrative Agent, the aggregate amount, if any (A) (i) made available to the Borrower on the assumption that each Lender has made its portion of the applicable Loans available to the Administrative Agent as contemplated by Section 2.5 of the Credit Agreement and (ii) with respect to which a corresponding amount shall not in fact have been made available to the Administrative Agent by any such Lender and which such amount shall not have been returned to the Administrative Agent by the Borrower and (B) of any participations in respect of Protective Advances that shall not have been funded by any Lender in accordance with the penultimate sentence of Section 2.33(a) of the Credit Agreement and (b) with respect to any Issuing Lender, the aggregate amount, if any, of any participations in respect of Reimbursement Obligations that shall not have been funded by any L/C Participant in accordance with Section 3.4 of the Credit Agreement.

“ULC” means an Issuer that is an unlimited company, unlimited liability corporation or unlimited liability company.

“ULC Laws” means the *Companies Act* (Nova Scotia), the *Business Corporations Act* (Alberta), the *Business Corporations Act* (British Columbia) and any other present or future Laws governing ULCs.

“ULC Shares” means shares or other equity interests in the capital stock of a ULC.

1.2 Other Definitional Provisions.

(a) The words “hereof,” “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor’s Collateral or the relevant part thereof.

SECTION 2. [INTENTIONALLY DELETED]

SECTION 3. GRANT OF SECURITY INTEREST

3.1 Grant of Security Interests. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, in each case except to the extent released in accordance with Section 8.15 and subject to the proviso to this Section 3.1, the "Collateral"), as collateral security for the payment or performance, as the case may be (whether at the stated maturity, by acceleration or otherwise), of such Grantor's Secured Obligations:

- (a) all Accounts, including all Receivables;
- (b) all Deposit Accounts;
- (c) all Chattel Paper;
- (d) all Documents of Title;
- (e) all Equipment;
- (f) all Fixtures;
- (g) all Intangibles, including contract rights;
- (h) all Instruments, except to the extent constituting Pledged Notes (or which would constitute Pledged Notes but for the *de minimis* threshold contained in the definition thereof);
- (i) all Intellectual Property (including all Copyright Licenses, Patent Licenses and Trademark Licenses);
- (j) all Inventory;
- (k) all Investment Property;
- (l) all Money;
- (m) all Pledged Securities;
- (n) all other Goods;
- (o) all books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information pertaining to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

(p) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any of the Collateral and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 3.1, the security interest granted hereunder shall not cover, and the term “Collateral” shall not include, (i) Excluded Accounts or (ii) any Excluded Collateral.

3.2 Limitations on Grant of Security Interests. The security interests granted under Section 3.1 do not attach to Consumer Goods or extend to the last day of the term of any lease or agreement for lease of real property. Such last day shall be held by the applicable Grantor in trust for the Collateral Agent (for its own benefit and for the benefit of the other Secured Parties), subject to, in the case of Term Facility First Priority Collateral, the rights of the Term Collateral Agent and the obligations of the Grantors under the Term Facility Loan Documents and the ABL Intercreditor Agreement and, on the exercise by the Collateral Agent of any of its rights or remedies under this Agreement following an Event of Default, shall be assigned by such Grantor as directed by the Collateral Agent (or the Term Collateral Agent, as the case may be). For greater certainty, no Intellectual Property is presently assigned (other than by way of security) to the Collateral Agent by sole virtue of the grant of the security interests contained in Section 3.1.

3.3 Attachment. Each Grantor confirms that value has been given by the Secured Parties to such Grantor, that such Grantor has rights in its Collateral existing at the date of this Agreement or the date of any Assumption Agreement, as applicable, and that such Grantor and the Collateral Agent have not agreed to postpone the time for attachment of the security interests to any of the Collateral of such Grantor. The security interests with respect to the Collateral of each Grantor created by this Agreement shall have effect and be deemed to be effective whether or not the Secured Obligations of such Grantor or any part thereof are owing or in existence before or after or upon the date of this Agreement or the date of any Assumption Agreement, as applicable.

3.4 Conflicts.

(a) In the event of any conflict between the terms of the Credit Agreement and this Agreement, the terms of the Credit Agreement shall govern and control. In the event of any such conflict, each Grantor may act (or omit to act) in accordance with the Credit Agreement, as applicable, and shall not be in breach, violation or default of its obligations hereunder by reason of doing so.

(b) In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement, as applicable, shall govern and control as among the Collateral Agent, on the one hand, and any other secured creditor (or agent therefor) party thereto, on the other hand. In the event of any such conflict, each Grantor may act (or omit to act) in accordance with such Intercreditor Agreement, as applicable, and shall not be in breach, violation or default of its obligations hereunder by reason of doing so.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent, the Collateral Agent and the Secured Parties to enter into the Credit Agreement, and to induce the Lenders and Issuing Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, each Grantor hereby represents and warrants with respect to itself to each of the Administrative Agent, the Collateral Agent and each other Secured Party that:

4.1 Representations in Credit Agreement. In the case of each Grantor, the representations and warranties set forth in Sections 4.3, 4.4, 4.5, 4.6, 4.8, 4.9, 4.10, 4.12, 4.13, 4.15, 4.16, 4.17, 4.19, 4.21, 4.23 and 4.24 of the Credit Agreement to the extent they refer to such Grantor or to the Loan Documents to which such Grantor is a party or to the use of the proceeds of any Loans by any Grantor, each of which is hereby incorporated herein by reference, are true and correct in all material respects, and each of the Administrative Agent, the Collateral Agent and each other Secured Party shall be entitled to rely on each of them as if they were fully set forth herein; provided, that each reference in each such representation and warranty to the Borrower's knowledge shall, for the purposes of this Section 4.1, be deemed to be a reference to such Grantor's knowledge; provided further that, with respect to Section 4.17 of the Credit Agreement, each reference to the "Guarantee and Collateral Agreement" shall, for the purposes of this Section 4.1, be deemed to be a reference to this Agreement and that each reference to the provisions of the "UCC" shall, for the purposes of this Section 4.1, be deemed to be a reference to the equivalent provisions of the PPSA.

4.2 Title; No Other Liens. Except as set forth in Schedule 4.8A to the Credit Agreement and except as would not reasonably be expected to have a Material Adverse Effect, such Grantor owns or has rights in each item of the Collateral; and such Collateral is free and clear of any and all Liens except as permitted by the Loan Documents. Except as permitted by the Loan Documents, no financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office except financing statements or other public notices that have been filed without the consent of the Grantor.

4.3 [Reserved].

4.4 Names; Jurisdiction of Organization; Other Perfection Information.

(a) On the date hereof, such Grantor's full and correct legal name, jurisdiction of organization, identification number from the jurisdiction of organization (if any) and the jurisdiction in which financing statements in appropriate form are to be filed are specified on Schedule 3.

(b) When financing statements in appropriate form are filed in the jurisdictions specified on Schedule 3 (or, in the case of Collateral not in existence on the Closing Date, such other offices as may be appropriate) the Collateral Agent shall have a fully perfected first priority Lien (or, with respect to the Term Facility First Priority Collateral, a fully perfected second priority Lien) on, and security interest in, all right, title and interest of such Grantor in such Collateral (including any proceeds of any item of Collateral) (to the extent a security interest in such Collateral can be perfected through the filing of such financing statements in the

jurisdictions specified on Schedule 3 (or, in the case of Collateral not in existence on the Closing Date, such other offices as may be appropriate)).

(c) On the date hereof, all other information with respect to such Grantor set out in Schedule 3 is accurate and complete.

4.5 Pledged Securities.

(a) On the date hereof, the shares of Pledged Stock pledged by such Grantor hereunder:

(i) with respect to any such shares of Pledged Stock issued by the Borrower and any other Restricted Subsidiary, have been duly authorized, validly issued and are fully paid and non-assessable, to the extent such concepts are applicable; and

(ii) constitute all the issued and outstanding shares of all classes of the Capital Stock of each such Issuer directly owned by such Grantor..

(b) Such Grantor is the record and beneficial owner of the Pledged Securities pledged by it hereunder, free of any and all Liens or options in favor of, or claims of any other Person, except the security interest created by this Agreement and Liens, options or claims not prohibited by the Credit Agreement and subject to any transfers made in compliance with the Loan Documents.

4.6 Intellectual Property.

(a) On the date hereof, to the knowledge of such Grantor, all Material Intellectual Property of such Grantor, is subsisting, valid, unexpired (in the case of any registered Material Intellectual Property) and enforceable, and has not been abandoned.

(b) On the date hereof, no outstanding holding, decision or judgment has been rendered by any Governmental Authority that would limit, cancel or impair the validity of, or such Grantor's rights in, any Material Intellectual Property.

(c) Except as any such infringement, misappropriation, dilution or violation that could not be reasonably be expected to adversely affect the net revenues of the Borrower and its Subsidiaries, taken as a whole, by \$10,000,000 or more in the aggregate, no action or proceeding is pending, or, to the knowledge of such Grantor, threatened, alleging that such Grantor, or the use of the Material Intellectual Property in the business of such Grantor, infringes, misappropriates, dilutes, or otherwise violates the Intellectual Property of any other Person. To the knowledge of such Grantor, no Person is engaging in any activity that infringes, misappropriates, dilutes or violates any Intellectual Property owned by or exclusively licensed to such Grantor, except as would not reasonably be expected to have a Material Adverse Effect.

4.7 Consumer Goods. As at the date hereof, such Grantor does not own any Consumer Goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of such Grantor.

4.8 Pension Plans. Except for the Revlon Retirement Plan, as at the date of this Agreement no Grantor sponsors, administers, contributes to, participates in or has any liability under or arising from any Defined Benefit Pension Plan. Each Registered Pension Plan is duly registered under the Income Tax Act (Canada) and applicable pension standards legislation and has been in all material respects administered, funded and invested in accordance with the terms of the plan and applicable laws. All employer and employee contributions (including any special payments in respect of any funding deficiencies) to be remitted or paid to a Registered Pension Plan have been remitted or paid in a timely manner in material compliance with the terms of the plan and all applicable laws. All amounts required to be remitted or paid to the Pension Benefits Guarantee Fund in respect of the Revlon Retirement Plan have been remitted or paid in a timely manner in material compliance with applicable laws. The Grantors have provided the Collateral Agent with a true and complete copy of the actuarial valuation report most recently filed with the applicable pension regulator prior to the date of this Agreement in respect of the Revlon Retirement Plan. As at the date of this Agreement, the Grantors have not taken any actions to initiate or cause a wind-up or termination of the Revlon Retirement Plan and no events have occurred which could reasonably be expected to result in any pension regulator appointing a replacement administrator for, or initiating or ordering the wind-up or termination of, the Revlon Retirement Plan.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent, the Collateral Agent and the other Secured Parties that, subject to Section 8.15(b), from and after the date of this Agreement until the Secured Obligations shall have been paid in full (other than Additional Obligations, Hedge Agreement Obligations, Cash Management Obligations and contingent or indemnification obligations not then due), no Letter of Credit (that is not Cash Collateralized) shall be outstanding and the Commitments shall have been terminated:

5.1 Covenants in Credit Agreement. In the case of each Grantor, to the extent applicable, such Grantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Grantor or any of its Restricted Subsidiaries.

5.2 Investment Property.

(a) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it and (ii) the terms of Sections 6.3(c) and 6.8 shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.8 with respect to the Pledged Securities issued by it.

(b) To the extent that any Capital Stock included in the Collateral is or becomes a Certificated Security, the applicable Grantor shall promptly deliver such certificates evidencing such Pledged Securities to the Collateral Agent (or, prior to the Discharge of Term Priority Claims and with respect to the Term Facility First Priority Collateral, to the Term Collateral Agent, as gratuitous bailee) together with stock powers or indorsements thereof.

5.3 Deposit Accounts. From and after the date that is sixty (60) days after the date hereof or such later date as the Collateral Agent may agree in its sole discretion, each Grantor shall comply with the provisions set forth in Section 6.15 of the Credit Agreement, including depositing in an Approved Deposit Account all cash and all Proceeds of any Account or Intangible they receive from any other Person except to the extent otherwise permitted by such Section 6.15. For each Deposit Account (other than Excluded Accounts) that any Grantor at any time opens or maintains that would cause the aggregate balance of all Deposit Accounts (other than Excluded Accounts) of the Grantors that are not subject to a Deposit Account Control Agreement in favor of the Collateral Agent to exceed \$10,000,000, such Grantor shall promptly notify the Collateral Agent of such Deposit Account and, promptly following the Collateral Agent's request, use its commercially reasonable efforts to cause the depository bank to enter into a Deposit Account Control Agreement. The provisions of this paragraph shall not apply to any Deposit Account for which any Grantor, the depository bank and the Collateral Agent or, prior to the Discharge of Term Priority Claims and with respect to Term Facility First Priority Collateral, to the Term Collateral Agent, as gratuitous agent, have entered into a cash collateral agreement specially negotiated among such Grantor, the depository bank and the Collateral Agent (or the Term Collateral Agent, as the case may be) for the specific purpose set forth therein.

5.4 Perfection Exclusions. Notwithstanding anything to the contrary contained herein, no Grantor shall be required to take any actions in order to perfect the security interest in the Collateral granted to the Collateral Agent for the benefit of itself, the Administrative Agent and the other Secured Parties (i) with respect to notices required to be sent to account debtors or other contractual third-parties prior to the occurrence and absent the continuance of an Event of Default, (ii) under the laws of any jurisdiction outside the United States or Canada, (iii) with respect to any assets specifically requiring perfection through control (including cash, cash equivalents, deposit accounts, securities accounts or other bank accounts, but excluding Pledged Securities), other than any actions required pursuant to Section 5.3 or 6.5.

5.5 Intellectual Property.

(a) For each Trademark that is Material Intellectual Property, such Grantor shall (i) subject to Section 5.5(k), continue to use such Trademark in order to maintain such Trademark in full force and effect with respect to each class of goods for which such Trademark is currently used (unless, in such Grantor's reasonable good faith judgment, there is a reasonable and valid business reason for discontinuing use of such Trademark with respect to any such class of goods), free from any claim of abandonment for non-use, (ii) use such Trademark with the appropriate notice of registration and all other notices and legends, in each case, as required by applicable Requirements of Law, except as would not reasonably be expected to have a material adverse effect on the value of such Trademark and any Proceeds therefrom, (iii) not adopt or use any mark that is confusingly similar or a colorable imitation of such Trademark unless the Collateral Agent shall obtain perfected security interests in such mark pursuant to this Agreement and (iv) not (and not permit any licensee or sublicensee thereof to) knowingly do any other act or knowingly omit to do any act whereby such Trademark (or any goodwill associated therewith) may become destroyed, invalidated, impaired or harmed in any way.

(b) Such Grantor shall not knowingly do any act, or omit to do any act, whereby any Patent that is Material Intellectual Property may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor shall not knowingly do any act or omit to do any act whereby any portion of the Copyrights that is Material Intellectual Property may fall into the public domain.

(d) Such Grantor shall not knowingly do any act, or omit to do any act, which would substantially increase the risk of any trade secret that is Material Intellectual Property becoming publicly available or otherwise unprotectable; *provided, however*, that execution and delivery of any agreement related to such trade secret subject to customary and reasonable confidentiality provisions shall not constitute a breach of this subsection (d).

(e) Such Grantor shall not infringe, misappropriate, dilute or otherwise violate any Intellectual Property right of any other Person, except as would not reasonably be expected to have a Material Adverse Effect.

(f) Such Grantor shall notify the Collateral Agent as promptly as reasonably practicable if it knows, after due inquiry, that (i) any application or registration relating to any Material Intellectual Property is likely to become forfeited, abandoned or dedicated to the public, or of any materially adverse determination or development related to such application or registration (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or the United States Copyright Office or the Canadian Intellectual Property Office or any court or tribunal in any country, but excluding any ordinary course office actions) regarding such Grantor's ownership of, right to use, interest in, or the validity of, any Material Intellectual Property owned by such Grantor or such Grantor's right to register the same or to own and maintain the same or (ii) any action or proceeding, to the extent such action is not dismissed within thirty (30) days, that seeks to limit or cancel, or challenge the validity of, any Material Intellectual Property owned by such Grantor or such Grantor's ownership interest therein is pending or, to the knowledge of such Grantor, threatened.

(g) Such Grantor shall take all commercially reasonable steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office or any similar office or agency, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of any Copyright, Trademark, Patent or Internet domain name that is Material Intellectual Property, including filing of applications for renewal, affidavits of use and affidavits of incontestability, and to the extent as may be appropriate in its reasonable judgment under the circumstances, filing opposition and interference and cancellation proceedings.

(h) In the event that any Material Intellectual Property is or has been infringed upon or misappropriated or diluted by a third party, which event could reasonably be expected to adversely affect the net revenues of the Borrower and its Subsidiaries, taken as a whole, by more than \$10,000,000 in the aggregate, such Grantor shall notify the Collateral Agent as promptly as reasonably practicable after such Grantor has knowledge thereof. Such Grantor shall take

appropriate action in its reasonable judgment in response to such infringement, misappropriation or dilution, including bringing suit for infringement, misappropriation or dilution and to recover all damages for such infringement, misappropriation or dilution, and shall take such other actions as may be appropriate in its reasonable judgment under the circumstances to protect such Material Intellectual Property.

(i) [Reserved].

(j) [Reserved].

(k) Notwithstanding anything to the contrary in this Section 5.5, (i) the Grantor shall have the right to license its Patents, Trademarks and Copyrights in accordance with the Credit Agreement and (ii) no Grantor shall be prohibited from causing or permitting the expiration, abandonment or invalidation of any of the Intellectual Property (other than Material Intellectual Property) or failing to renew, abandoning or permitting to expire any applications or registrations for any of the Intellectual Property (other than Material Intellectual Property), if, in such Grantor's reasonable good faith judgment, there is a reasonable and valid business reason for taking or omitting to take any of the foregoing actions.

(l) Promptly upon request from time to time by the Collateral Agent, such Grantor shall authorize, execute and deliver any and all agreements, instruments, documents and papers that the Collateral Agent may reasonably request to evidence the security interests in any Intellectual Property registered with the Canadian Intellectual Property Office of such Grantor and, where applicable, the goodwill of the business of such Grantor connected with the use of, and symbolized by, any such Intellectual Property registered with the Canadian Intellectual Property Office; provided however, no Grantor shall be required to deliver any such agreement, instrument, document or paper with respect to any Intellectual Property that would otherwise be excluded from the Collateral pursuant to any part of Section 6.8(e) other than 6.8(e)(i) of the Credit Agreement.

5.6 Notices. Such Grantor shall advise the Collateral Agent promptly, in reasonable detail, of:

(a) any change in the chief executive office, registered office or domicile of such Grantor; or

(b) any additional Canadian jurisdiction in which such Grantor carries on business or has Collateral;

5.7 Pension Plans. Except for the Revlon Retirement Plan, no Grantor shall at any time sponsor, administer, contribute to, participate in or have any liability under or arising from, any Defined Benefit Pension Plan. The Grantors shall ensure that (a) each Registered Pension Plan remains duly registered under the Income Tax Act (Canada) and applicable pension standards legislation and is in all material respects administered, funded and invested in accordance with the terms of the plan and applicable laws; (b) all employer and employee contributions (including any special payments in respect of any funding deficiencies) to be remitted or paid to a Registered Pension Plan are remitted or paid in a timely manner in material compliance with the terms of the plan and all applicable laws; and (c) all amounts required to be

remitted or paid to the Pension Benefits Guarantee Fund in respect of the Revlon Retirement Plan are remitted or paid in a timely manner in material compliance with applicable laws. The Grantors shall, upon request, provide the Collateral Agent with (d) a true and complete copy of the most recent actuarial valuation report prepared in respect of the Revlon Retirement Plan which has been filed with the applicable pension regulator; and (e) all other documents and information relating to the Revlon Retirement Plan reasonably requested from time to time by the Collateral Agent, as soon as practicable after such request is made. The Grantors shall not take any actions to initiate or cause a wind-up or termination of the Revlon Retirement Plan, unless the prior written consent of the Collateral Agent has been obtained, and shall ensure that no events occur which could reasonably be expected to result in any pension regulator appointing a replacement administrator for, or initiating or ordering the wind-up or termination of, the Revlon Retirement Plan. Grantors shall promptly notify the Collateral Agent of receipt of any notice or other communication from any applicable pension regulator relating to the wind-up or termination of the Revlon Retirement Plan or any proposal or intention to initiate the process to wind-up or terminate the Revlon Retirement Plan.

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Accounts.

(a) The Collateral Agent hereby authorizes each Grantor to collect such Grantor's Accounts and each Grantor hereby agrees to continue to collect all amounts due or to become due to such Grantor under the Accounts in respect thereof and exercise each right it may have under any Account, in each case, at its own expense; provided, however, that the Collateral Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default under Section 8.1(a) or 8.1(f) of the Credit Agreement, any payments of Accounts, when collected by any Grantor, (i) shall promptly (and, in any event, within two (2) Business Days) be deposited by such Grantor in the exact form received, duly endorsed by such Grantor to the Collateral Agent if required, in a Collateral Account maintained under the sole dominion and control of the Collateral Agent, subject to withdrawal by the Collateral Agent for the account of the Secured Parties only as provided in Section 6.6, and (ii) until so turned over, shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor.

6.2 Communications with Obligor; Grantors Remain Liable.

(a) The Collateral Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default under Section 8.1(a) or 8.1(f) of the Credit Agreement communicate with obligors under the Receivables to verify with them to the Collateral Agent's reasonable satisfaction the existence, amount and terms of any Receivables.

(b) The Collateral Agent may at any time after the occurrence and during the continuance of an Event of Default under Section 8.1(a) or 8.1(f) of the Credit Agreement notify, or require any Grantor to so notify within a reasonable period thereafter, the account debtor or counterparty on any Account of the security interest of the Collateral Agent therein. In addition,

after the occurrence and during the continuance of an Event of Default under Section 8.1(a) or 8.1(f) of the Credit Agreement, the Collateral Agent may upon written notice to the applicable Grantor, notify, or require any Grantor to notify within a reasonable period thereafter, the account debtor or counterparty to make all payments under the Account directly to the Collateral Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent, the Collateral Agent nor any other Secured Party shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent, the Collateral Agent or any other Secured Party of any payment relating thereto, nor shall the Administrative Agent, the Collateral Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Securities.

(a) (a) Unless an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given notice to the relevant Grantor of the Collateral Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to (i) receive all cash dividends and other distributions paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes to the extent permitted in the Credit Agreement, and (ii) to exercise all voting and corporate or other organizational rights with respect to the Pledged Securities; provided, however, that no vote shall be cast or corporate or other organizational right exercised or other action taken which would reasonably be expected to materially and adversely affect the rights inuring to a holder of any Pledged Securities or the rights and remedies of any of the Collateral Agent or any other Secured Party under this Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same; provided, further, that the Collateral Agent shall execute and deliver to each Grantor, or cause to be executed and delivered to each Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and corporate or other organizational rights it is entitled to exercise pursuant to sub-clause (ii) of this Section 6.3(a). For the avoidance of doubt, an exercise of voting and corporate or other organizational rights with respect to such Pledged Securities shall not be deemed to be material and adverse to any Person if such exercise is made in connection with a transaction not prohibited by the Credit Agreement and the other Loan Documents.

(b) If an Event of Default shall occur and be continuing and the Collateral Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors (which notice shall not be required if an Event of Default under clause (i) or (ii) of Section 8.1(f)

of the Credit Agreement shall have occurred and be continuing) and subject to, in the case of Term Facility First Priority Collateral, the rights of the Term Collateral Agent and the obligations of the Grantors under the Term Loan Documents and the ABL Intercreditor Agreement, (i) the Collateral Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Secured Obligations in the order set forth in Section 6.6; provided that after all Events of Default have been cured or waived and each applicable Grantor has delivered to the Administrative Agent certificates to that effect reasonably satisfactory to the Collateral Agent, the Collateral Agent shall, promptly after all such Events of Default have been cured or waived, repay to each applicable Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of sub-clause (i) of Section 6.3(a) above and that remain, and (ii) the Collateral Agent shall have the right to cause any or all of the Pledged Securities to be registered in the name of the Collateral Agent or its nominee, and the Collateral Agent or its nominee may thereafter during the continuance of such Event of Default exercise (x) all voting, corporate and other rights pertaining to such Pledged Securities at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Pledged Securities upon the merger, amalgamation, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Collateral Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Agent may reasonably determine), all without liability (except liabilities resulting from the gross negligence or willful misconduct of the Collateral Agent) except to account for property actually received by it, but the Collateral Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing unless the Collateral Agent has given notice of its intent to exercise as set forth above; provided that after all Events of Default have been cured or waived and each applicable Grantor has delivered to the Administrative Agent certificates to that effect reasonably satisfactory to the Collateral Agent, all rights vested in the Collateral Agent pursuant to this paragraph shall cease, and the Grantors shall have the voting and corporate or other organizational rights they would otherwise be entitled to exercise pursuant to the terms of sub-clause (ii) of Section 6.3(a) above and the obligations of the Collateral Agent under the second proviso in Section 6.3(a) shall be in effect.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Securities pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent (or the Term Collateral Agent, as the case may be) in writing without the consent of such Grantor or any other Person that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) after an Event of Default has occurred and is continuing, unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Securities directly to the Collateral Agent, subject to, in the case of Term Facility First Priority Collateral, the rights of the Term Collateral Agent and

the obligations of the Grantors under the Term Loan Documents and the ABL Intercreditor Agreement.

6.4 Intellectual Property.

(a) Solely for the purpose of enabling the Collateral Agent to exercise its rights and remedies under this Agreement at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby grants to the Collateral Agent, to the extent such Grantor has the right to do so, subject to pre-existing rights and licenses, an irrevocable (during such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies), non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject in the case of Trademarks to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, license or sublicense any Intellectual Property now owned or held or hereafter acquired or held by such Grantor, wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof (to the extent permitted by and subject to any applicable underlying license agreements); provided that such non-exclusive license shall be subject to and shall not violate any agreement between a Grantor and a third party governing the applicable Grantor's use of such Intellectual Property, or gives such third party any right of acceleration, modification or cancellation therein or would not be prohibited by any Requirement of Law of a Governmental Authority. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, solely upon the occurrence and during the continuation of an Event of Default; provided that any license, sublicense or other transaction entered into by the Collateral Agent during the continuation of an Event of Default in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

(b) Notwithstanding anything contained herein to the contrary, but subject to the provisions of Section 7.5 of the Credit Agreement that limit the rights of the Grantors to dispose of their property and subject to the Collateral Agent's exercise of its rights and remedies under Section 6, the Grantors will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property. In furtherance of the foregoing, so long as no Event of Default shall have occurred and be continuing, the Collateral Agent shall from time to time, upon the request of the respective Grantor (through the Borrower), execute and deliver any instruments, certificates or other documents, in the form so requested, that such Grantor (through the Borrower) shall have certified are appropriate in its judgment to allow it to take any action permitted above (including relinquishment of the license provided pursuant to clause (a) immediately above as to any specific Intellectual Property) or to evidence any termination referred to in the next sentence. Further, upon the payment in full in cash of all of the Secured Obligations (other than Additional Obligations, Hedge Agreement Obligations, Cash Management Obligations and contingent or indemnification obligations not then due) and cancellation or termination of all Commitments and Letters of Credit (that are not Cash Collateralized) or earlier expiration of this Agreement or release of the Collateral, the license granted pursuant to clause (a) immediately above shall automatically terminate. The exercise of rights and remedies under Section 6 by the Collateral

Agent shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by the Grantors in accordance with the first sentence of this clause (b).

6.5 Proceeds to be Turned Over To Collateral Agent. Subject to the terms of the ABL Intercreditor Agreement, if an Event of Default shall occur and be continuing and the Loans shall have been accelerated pursuant to Section 8 of the Credit Agreement, at the request of the Collateral Agent, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent, the Collateral Agent and the other Secured Parties, segregated from other funds of such Grantor, and, subject to, in the case of Term Facility First Priority Collateral, the rights of the Term Collateral Agent and the obligations of the Grantors under the Term Loan Documents and the ABL Intercreditor Agreement, shall, promptly upon receipt by such Grantor, be turned over to the Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required). All Proceeds received by the Collateral Agent hereunder shall be held by the Collateral Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Collateral Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent, the Collateral Agent and the other Secured Parties) shall continue to be held as collateral security for all of the Secured Obligations and shall not constitute payment thereof until applied as provided in Section 6.6.

6.6 Application of Proceeds. Subject to the ABL Intercreditor Agreement, if an Event of Default shall have occurred and be continuing and the Loans shall have been accelerated pursuant to Section 8 of the Credit Agreement, at any time at the Collateral Agent's election, subject to the terms of any Intercreditor Agreement, the Collateral Agent may apply all or any part of Proceeds constituting Collateral, in payment of the applicable Grantor's Secured Obligations, and shall make any such application in the following order:

First, to pay incurred and unpaid reasonable, out-of-pocket fees and expenses of the Agents under the Loan Documents;

Second, to the Collateral Agent, for application by it towards payment in full of all Unfunded Advances/Participations (the amounts so applied to be distributed between or among the Administrative Agent and any Issuing Lender pro rata in accordance with the amounts of Unfunded Advances/Participations owed to them on the date of any such distribution);

Third, to the Collateral Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Secured Obligations (or, in the case of Letters of Credit, the Cash Collateralization thereof in accordance with Section 8.1 of the Credit Agreement), including any Pari Passu Distribution Hedge Obligations, the Pari Passu Distribution Additional Obligations and Cash Management Obligations, but excluding any Hedge Agreement Obligations not constituting Pari Passu Distribution Hedge Obligations or any Additional Obligation not constituting Pari Passu Distribution Additional Obligations pro rata among the Secured Parties according to the amounts of such Secured Obligations then due and owing and remaining unpaid to each of them (or, in the case of Letters of Credit, the amounts required for such Cash Collateralization);

Fourth, to the Collateral Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of Hedge Agreement Obligations or Additional Obligations;

Fifth, any balance of such Proceeds remaining after the Secured Obligations shall have been paid in full (other than any remaining Additional Obligations, Hedge Agreement Obligations, Cash Management Obligations and contingent or indemnification obligations not then due), no Letter of Credit (that is not Cash Collateralized) shall be outstanding and the Commitments shall have been terminated, to the Term Collateral Agent, in accordance with the ABL Intercreditor Agreement; and

Sixth, any remaining balance after the application in full pursuant to clause Fifth above, shall be paid over to the Borrower or to whomsoever shall be lawfully entitled to receive the same.

6.7 PPSA and Other Remedies. If an Event of Default shall occur and be continuing, the Collateral Agent, on behalf of itself, the Administrative Agent and the other Secured Parties, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the PPSA or any other applicable law or in equity. Without limiting the generality of the foregoing, to the maximum extent permitted under applicable law, the Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below or notices otherwise required by the Credit Agreement) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived, to the maximum extent permitted under applicable law unless otherwise provided in the Credit Agreement), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith, subject to pre-existing rights and licenses, sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent, the Collateral Agent or any other Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent, the Collateral Agent or any other Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption, stay or appraisal in any Grantor, which rights or equities are hereby waived and released. Each Grantor further agrees, at the Collateral Agent's request, to assemble the Collateral and make it available to the Collateral Agent at places which the Collateral Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.7, after deducting all reasonable costs and expenses of every kind actually incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent, the Collateral Agent and the other Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Secured Obligations, in accordance with Section 6.6, and

only after such application and after the payment by the Collateral Agent of any other amount required by any provision of law, including, without limitation, the PPSA, need the Collateral Agent account for the surplus, if any, to any Grantor. Notwithstanding the foregoing, the Collateral Agent shall give each applicable Grantor not less than 10 days' written notice of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. If an Event of Default shall occur and be continuing, the Collateral Agent may appoint by instrument in writing one or more receivers (which term as used in this Agreement includes a receiver and manager) or similar Person of any Grantor or any or all of the Collateral of such Grantor with such rights, powers and authority (including any or all of the rights, powers and authority of the Collateral Agent under this Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such receiver from time to time, and to the extent permitted by applicable law, any receiver appointed by the Collateral Agent will (for purposes relating to responsibility for the receiver's acts or omissions) be considered to be the agent of such Grantor and not of the Collateral Agent or any of the other Secured Parties. The Collateral Agent, in appointing or refraining from appointing any receiver, does not incur liability to the receiver, any Grantor or otherwise and is not responsible for any misconduct or negligence of such receiver, except for such receiver's willful misconduct or gross negligence. The identity of the receiver, its replacement and its remuneration are within the reasonable discretion of the Collateral Agent. The Grantors agree to ratify and confirm all actions of the receiver acting as agent for such Grantor, and to release and indemnify the receiver in respect of all such actions, except in each case for actions taken by such receiver which represent such receiver's willful misconduct or gross negligence. Any remedies provided in this Section 6.7 shall be subject to the ABL Intercreditor Agreement.

6.8 Sale of Pledged Stock.

(a) Subject in all respects to Section 10.14 of the Credit Agreement, the Collateral Agent is authorized, in connection with any sale of any Pledged Stock pursuant to Section 6.7, to deliver or otherwise disclose to any prospective purchaser of the Pledged Stock: (i) any registration statement or prospectus, and all supplements and amendments thereto; and (ii) any other information in its possession relating to such Pledged Stock to the extent reasonably necessary to be disclosed in connection with such sale of Pledged Stock, in each case provided that the Collateral Agent uses commercially reasonable efforts to ensure that such information is kept confidential in connection with such sale of Pledged Stock and the recipient is informed of the confidential nature of the information.

(b) Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the applicable securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have

been made in a commercially reasonable manner. The Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under applicable securities laws, even if such Issuer would agree to do so.

6.9 Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the reasonable fees and disbursements of any attorneys employed by the Collateral Agent to collect such deficiency.

6.10 ULC Shares. Each Grantor acknowledges that certain of the Collateral of such Grantor may now or in the future consist of ULC Shares, and that it is the intention of the Collateral Agent and each Grantor that neither the Collateral Agent nor any other Secured Party should under any circumstances prior to realization thereon be held to be a “member” or a “shareholder”, as applicable, of a ULC for the purposes of any ULC Laws. Therefore, notwithstanding any provisions to the contrary contained in this Agreement, the Credit Agreement or any other Loan Document, where a Grantor is the registered owner of ULC Shares which are Collateral of such Grantor, such Grantor shall remain the sole registered owner of such ULC Shares until such time as such ULC Shares are effectively transferred into the name of the Collateral Agent, any other Secured Party, or any other Person on the books and records of the applicable ULC. Accordingly, each Grantor shall be entitled to receive and retain for its own account any dividend on or other distribution, if any, with respect to such ULC Shares (except for any dividend or distribution comprised of certificates evidencing Pledged Securities of such Grantor, which shall be delivered to the Collateral Agent (or, prior to the Discharge of Term Priority Claims and with respect to the Term First Priority Collateral, to the Term Collateral Agent, as gratuitous bailee) to hold hereunder) and shall have the right to vote such ULC Shares and to control the direction, management and policies of the applicable ULC to the same extent as such Grantor would if such ULC Shares were not pledged to the Collateral Agent pursuant hereto. Nothing in this Agreement, the Credit Agreement or any other Loan Document is intended to, and nothing in this Agreement, the Credit Agreement or any other Loan Document shall, constitute the Collateral Agent, any other Secured Party, or any other Person other than the applicable Grantor, a member or shareholder of a ULC for the purposes of any ULC Laws (whether listed or unlisted, registered or beneficial), until such time as notice is given to such Grantor and further steps are taken pursuant hereto or thereto so as to register the Collateral Agent, any other Secured Party, or such other Person, as specified in such notice, as the holder of the ULC Shares. To the extent any provision hereof would have the effect of constituting the Collateral Agent or any other Secured Party as a member or a shareholder, as applicable, of any ULC prior to such time, such provision shall be severed herefrom and shall be ineffective with respect to ULC Shares which are Collateral of any Grantor without otherwise invalidating or rendering unenforceable this Agreement or invalidating or rendering unenforceable such provision insofar as it relates to Collateral of any Grantor which is not ULC Shares. Except upon the exercise of rights of the Collateral Agent to sell, transfer or otherwise dispose of ULC Shares in accordance with this Agreement, each Grantor shall not cause or permit, or enable an Issuer that is a ULC to cause or permit, the Collateral Agent or any other Secured Party to: (a) be registered as a shareholder or member of such Issuer; (b) have any notation entered in their favour in the share register of such Issuer; (c) be held out as shareholders or members of such Issuer; (d) receive, directly or indirectly, any dividends, property or other distributions from such

Issuer by reason of the Collateral Agent holding the security interests over the ULC Shares; or (e) act as a shareholder of such Issuer, or exercise any rights of a shareholder including the right to attend a meeting of shareholders of such Issuer or to vote its ULC Shares.

SECTION 7. THE COLLATERAL AGENT

7.1 Collateral Agent's Appointment as Attorney-in-Fact, etc.

(a) Each Grantor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, in accordance with the ABL Intercreditor Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Collateral Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following (provided that anything in this Section 7.1(a) to the contrary notwithstanding, the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing):

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property owned by such Grantor in its own name, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Administrative Agent's, the Collateral Agent's and the other Secured Parties' security interest in such Intellectual Property and the goodwill and intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.7 or 6.8, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other

amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Collateral Agent may reasonably deem appropriate; (7) subject to pre-existing rights and licenses, assign any Copyright, Patent or Trademark of such Grantor (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its reasonable discretion determine; and (8) subject to pre-existing rights and licenses, generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option and such Grantor's reasonable expense, at any time, or from time to time, all acts and things which the Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's, the Collateral Agent's and the other Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Collateral Agent, at its option, but without any obligation so to do, may give such Grantor written notice of such failure to perform or comply and if such Grantor fails to perform or comply within five (5) Business Days of receiving such notice (or if the Collateral Agent reasonably determines that irreparable harm to the Collateral or to the security interest of the Collateral Agent hereunder could result prior to the end of such five-Business Day period), then the Collateral Agent may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Collateral Agent. To the extent permitted by law, the Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. None of the Administrative Agent, the Collateral Agent, any other Secured Party or any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent, the Collateral Agent and the other Secured Parties hereunder are

solely to protect the Administrative Agent's, the Collateral Agent's and the other Secured Parties' interests in the Collateral and shall not impose any duty upon the Administrative Agent, the Collateral Agent or any other Secured Party to exercise any such powers. The Administrative Agent, the Collateral Agent and the other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or that of their directors, officers, employees or agents.

7.3 Execution of Financing Statements. Pursuant to any applicable law, each Grantor authorizes the Collateral Agent at any time and from time to time to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral (including fixture filings with respect to any Fixtures related to Material Real Property, if any, and amendments) without the signature of such Grantor in such form and in such offices as the Collateral Agent reasonably determines appropriate to perfect the security interests of the Collateral Agent under this Agreement. Each Grantor authorizes the Collateral Agent to use the collateral description "all present and after-acquired personal property" or any similar phrase in any such financing statements. Each Grantor agrees to provide such information as the Collateral Agent may reasonably request necessary to enable the Collateral Agent to make any such filings promptly following any such request. Notwithstanding anything herein or in any other Loan Document to the contrary, the delivery of a Deposit Account Control Agreement or Securities Account Control Agreement, as applicable, shall not be required with respect to (i) any Excluded Accounts or (ii) any other Deposit Account or Securities Account that would not exceed \$10,000,000 for all such Deposit Accounts and Securities Accounts.

7.4 Authority of Collateral Agent. Each Grantor acknowledges that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as among the Administrative Agent, the Collateral Agent and the other Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Grantors, the Collateral Agent shall be conclusively presumed to be acting as agent for the Administrative Agent, the Collateral Agent and the other Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Collateral Agent or any Grantor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Grantor

shall be addressed to such Grantor at its notice address set forth on Schedule 1 or at such other address pursuant to notice given in accordance with Section 10.2 of the Credit Agreement.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent, the Collateral Agent, any Issuing Lender nor any other Secured Party shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, the Collateral Agent, any Issuing Lender or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent, the Collateral Agent, any Issuing Lender or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent, the Collateral Agent, any Issuing Lender or such other Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification.

(a) Each Grantor agrees to pay, and to hold the Administrative Agent, the Collateral Agent and the other Secured Parties harmless from, any and all out-of-pocket liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(b) The agreements in this Section 8.4 shall survive repayment of the Secured Obligations and all other amounts payable under the Credit Agreement, the other Loan Documents, any Specified Hedge Agreement and any agreement in respect of any Cash Management Obligations or Additional Obligations.

8.5 Successors and Assigns. Subject to Section 8.15, this Agreement shall be binding upon the successors and permitted assigns of each Grantor and shall inure to the benefit of the Administrative Agent, the Collateral Agent and the other Secured Parties and their successors and permitted assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent except as permitted under the Credit Agreement.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes the Administrative Agent, the Collateral Agent and each other Secured Party at any time and from time to time while an Event of Default shall have occurred and be continuing, to the extent permitted by applicable law, upon any amount becoming due and payable by each Grantor (whether at the stated maturity, by acceleration or otherwise after the expiration of any applicable grace periods and whether or not the Administrative Agent, the Collateral Agent or any other Secured Party has made any demand therefor) to set-off and appropriate and apply against such amount (or any

part thereof) any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent, the Collateral Agent or such other Secured Party to or for the credit or the account of such Grantor, provided that, if such Secured Party is a Lender, it complies with Section 10.7 of the Credit Agreement. Each of the Administrative Agent, the Collateral Agent and each other Secured Party shall notify such Grantor promptly of any such set-off made by it and the application made by it of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent, the Collateral Agent and each other Secured Party under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent, the Collateral Agent or such other Secured Party may have.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic (e.g., “pdf”) transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of the Grantors, the Administrative Agent, the Collateral Agent and the other Secured Parties with respect to the subject matter hereof and thereof.

8.11 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE PROVINCE OF ONTARIO WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

8.12 Submission To Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its Property in any legal action or proceeding relating to this Agreement and the other Loan Documents and any Letter of Credit to which it is a party to the exclusive general jurisdiction of the courts of the Province of Ontario (the “Ontario”

Courts”), and appellate courts from them; provided that nothing in this Agreement shall be deemed or operate to preclude (i) the Collateral Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Secured Obligations (in which case any party shall be entitled to assert any claim or defense, including any claim or defense that this Section 8.12 would otherwise require to be asserted in a legal action or proceeding in an Ontario Court), or to enforce a judgment or other court order in favor of the Administrative Agent or the Collateral Agent, (ii) any party from bringing any legal action or proceeding in any jurisdiction for the recognition and enforcement of any judgment and (iii) if all such Ontario Courts decline jurisdiction over any person, or decline jurisdiction over any subject matter of such action or proceeding, a legal action or proceeding may be brought with respect thereto in another court having jurisdiction;

(b) consents that any such action or proceeding may be brought in the Ontario Courts and appellate courts from either of them, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Collateral Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 8.12 any special, exemplary, punitive or consequential damages (provided that such waiver shall not limit the indemnification obligations of the Grantors to the extent such special, exemplary, punitive or consequential damages are included in any third party claim with respect to which the applicable Indemnitee is entitled to indemnification under Section 10.5 of the Credit Agreement).

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent, the Collateral Agent nor any other Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent, the Collateral Agent and the other Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Administrative Agent, the Collateral Agent and the Lenders or among the Grantors and the Administrative Agent, the Collateral Agent and the Lenders.

8.14 Additional Grantors. Each Restricted Subsidiary of the Borrower that is an entity incorporated, formed or created under the laws of Canada or any Canadian province and is designated by the Borrower pursuant to the Credit Agreement as an entity which no longer constitutes an Excluded Subsidiary shall become a party to this Agreement and shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Restricted Subsidiary of an Assumption Agreement in the form of Annex I hereto or such other form reasonably acceptable to the Collateral Agent and the Borrower.

8.15 Releases.

(a) Pursuant to Section 10.15 of the Credit Agreement or at such time as the Secured Obligations (other than Additional Obligations, Hedge Agreement Obligations, Cash Management Obligations and contingent or indemnification obligations not then due) shall have been paid in full, the Commitments shall have been terminated and no Letter of Credit (that is not Cash Collateralized or back-stopped to the reasonable satisfaction of the Issuing Lender or purchasing Lender, as applicable, in respect thereof) shall be outstanding, the Collateral shall be automatically released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Collateral Agent shall promptly deliver to such Grantor any Collateral held by the Collateral Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) Pursuant to Section 10.15 of the Credit Agreement or if any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement (including by way of merger or amalgamation and including any assets transferred to a Subsidiary that is not a Loan Party, in each case, in a transaction permitted by the Credit Agreement), then the Lien granted under this Agreement on such Collateral shall be automatically released, and the Collateral Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable to evidence the release of the Liens created hereby on such Collateral, including, for the avoidance of doubt, notices of termination of the assignment and other related documents with respect to any Property for which an assignment has been made pursuant to any of the Loan Documents which is being sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement. A Grantor shall be automatically released from its obligations hereunder (i) in the event that all the Capital Stock of such Grantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement, (ii) upon the designation of such Grantor as an Unrestricted Subsidiary as permitted under the Credit Agreement or (iii) upon such Grantor becoming an Excluded Subsidiary or ceasing to be a Subsidiary, in each case in accordance with the terms of the Credit Agreement, and the Collateral Agent, at the request and sole expense of the Borrower, shall promptly execute and deliver to the Borrower all releases or other documents reasonably necessary or desirable to evidence the release of such obligations. All releases or other documents delivered by the Collateral Agent pursuant to this Section 8.15(b) shall be without recourse to, or warranty by, the Collateral Agent.

(c) Liens on Collateral created hereunder shall be released and obligations of Grantors hereunder shall terminate as set forth in Section 10.15 of the Credit Agreement.

8.16 WAIVER OF JURY TRIAL. EACH GRANTOR AND, BY ACCEPTANCE OF THE BENEFITS HEREOF, EACH OF THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT AND EACH OTHER SECURED PARTY, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY AND FOR ANY COUNTERCLAIM THEREIN.

8.17 Currency Indemnity. The Grantor Obligations of each Grantor due to the Collateral Agent or any other party in connection with this Agreement in any currency (the "Currency Due") shall, notwithstanding any judgment in any other currency (the "Judgment Currency") other than the Currency Due, be discharged only to the extent that on the Business Day following receipt by the Collateral Agent or such other party (as the case may be) of any sum adjudged to be so due in the Judgment Currency such Collateral Agent or such other party (as the case may be) may in accordance with normal banking procedures purchase the Currency Due with the Judgment Currency; if the amount of Currency Due so purchased is less than the sum originally due to the Collateral Agent or such other party (as the case may be) in the Currency Due, such Grantor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Collateral Agent or such other party (as the case may be) against such loss, and if the amount of Currency Due so purchased exceeds the sum originally due to the Collateral Agent or such other party (as the case may be), the Collateral Agent or such other party (as the case may be), agrees to remit to such Grantor, such excess.

8.18 Acknowledgement. Each Grantor hereby acknowledges and agrees that,

(a) The liabilities referenced in clause (b) of the definition of "Availability Reserves" under the Credit Agreement may include the following types of claims, if any, with respect to such Grantor to the extent that such claims are secured by a Lien on the ABL Facility First Priority Collateral of such Grantor which ranks or is capable of ranking prior to or pari passu with the Liens on such Collateral created by the Security Documents: amounts owing for wages, vacation pay, severance pay, employee deductions, sales tax, excise tax, Tax payable pursuant to Part IX of the Excise Tax Act (Canada) (net of input credits under the goods and services tax (Canada)), income tax, workers compensation, government royalties, pension fund obligations including employee and employer pension plan contributions (including "normal cost", "special payments" and any other payments in respect of any funding deficiencies or shortfalls but in each case, excluding inchoate liens for amounts required to be remitted but not yet due), overdue rents or Taxes, and other statutory claims that have or may have priority over, or rank pari passu with, such Liens created by the Security Documents; provided that no Availability Reserve will be established unless it is otherwise in conformance with the requirements for establishing Availability Reserves set forth in the definition thereof (it being understood that the notice requirement is deemed satisfied with respect to the Availability Reserve for such claims established on the date hereof); and

(b) All references in the Credit Agreement and the ABL Intercreditor Agreement to "Account", "Chattel Paper", "Equipment", "Goods", "Instrument" or "Inventory"

shall, with respect to such Grantor, include, mean and be a reference to such term as defined in the PPSA. All references in the Credit Agreement and the ABL Intercreditor Agreement to “General Intangibles” shall, with respect to such Grantor, include, mean and be a reference to “Intangibles” as defined in the PPSA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the undersigned has caused this Collateral Agreement to be duly executed and delivered as of the date first above written.

REVLON CANADA INC.
as Grantor

By: 
Name: Mitra Hormozi
Title: Director, Vice President and Secretary

ELIZABETH ARDEN (CANADA) LIMITED
as Grantor

By: 
Name: Mitra Hormozi
Title: Director and Vice President

CITIBANK, N.A., as Collateral Agent

By: 
Name: _____
Title: _____


David G. Foster
Attorney In Fact

NOTICE ADDRESSES

	<u>Name of Grantor</u>	<u>Mailing Address</u>
1	Elizabeth Arden (Canada) Limited	505 Apple Creek Blvd., Unit #2, Markham, Ontario, Canada L3R 5B1
2	Revlon Canada Inc.	1590 South Gateway Road Mississauga, Ontario L4W 0A8 Canada

INVESTMENT PROPERTY**Pledged Stock**

<u>Debtor/ Grantor</u>	<u>Issuer</u>	<u>Jurisdiction</u>	<u># of Shares Pledged</u>	<u>Total Shares Outstanding</u>	<u>% Pledged</u>	<u>Certificate No.</u>
None.						

Pledged Notes

<u>Debtor/Grantor</u>	<u>Issuer of Instrument</u>	<u>Principal Amount of Instrument</u>	<u>Maturity Date</u>
None.			

**LEGAL NAME, JURISDICTIONS OF ORGANIZATION AND OTHER PERFECTION
INFORMATION**

Corporate information and Relevant Jurisdictions

<u>Name of Grantor</u>	<u>Jurisdiction of Organization/ Formation</u>	<u>Organizational Identification Number</u>	<u>Filing Jurisdiction</u>	<u>Jurisdictions where business is carried on or Collateral is located</u>
Elizabeth Arden (Canada) Limited	Canada (Federal)	Corporation number 379403-2	Canada (Federal)	Ontario
Revlon Canada Inc.	Canada (Federal)	Corporation number 913770-0	Canada (Federal)	Ontario

Real Property

<u>Grantor</u>	<u>Addresses of Owned Material Real Property</u>	<u>Addresses of Leased Real Property</u>
Elizabeth Arden (Canada) Limited	None.	None.
Revlon Canada Inc.	None.	1590 South Gateway, Mississauga, Ontario L4W 0A8, Canada

Deposit Accounts

Deposit Accounts

<u>Grantor</u>	<u>Depository Institution</u>	<u>Account Number</u>
Elizabeth Arden (Canada) Limited	Bank of America	47176219
		47176201
Revlon Canada Inc.	TD Bank	0306715
		5293008
		7336909

Intellectual Property

Registered trade-marks and applications for trademark registrations:

<u>Grantor</u>	<u>Country</u>	<u>Trade-mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
None.						

Patents and patent applications:

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Patent No.</u>	<u>Application Date</u>	<u>Date of Grant</u>
None.					

Copyright registrations and applications for copyright registrations:

<u>Grantor</u>	<u>Country</u>	<u>Work</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>
None.					

Industrial designs/registered designs and applications for registered designs:

<u>Grantor</u>	<u>Country</u>	<u>Design</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Issue Date</u>
None.						

[Reserved]

Annex I to
Collateral Agreement

ASSUMPTION AGREEMENT, dated as of _____, 20__, made by _____ (the "Additional Grantor"), in favor of Citibank, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H:

WHEREAS, Revlon Consumer Products Corporation, a Delaware corporation (the "Borrower"), Revlon, Inc., a Delaware corporation ("Holdings"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders"), Citibank, N.A., as Administrative Agent, Collateral Agent, Issuing Lender and Swingline Lender have entered into that certain Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, waived, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, certain of the Borrower's Affiliates (other than the Additional Grantor) have entered into the ABL Collateral Agreement, dated as of March [], 2018 (as amended, waived, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Collateral Agent for the benefit of itself and the other Secured Parties; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Collateral Agreement, hereby becomes a party to the Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex I hereto is hereby added to the information set forth in the Schedules to the Collateral Agreement. The Additional Grantor hereby represents and warrants, to the extent applicable and with respect to itself, that each of the representations and warranties contained in Section 4 of the Collateral Agreement is true and correct on and as of the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE PROVINCE OF ONTARIO WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR],

as Grantor

By: _____

Name:

Title:

Annex I to
Assumption Agreement

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

TAB H

THIS IS **EXHIBIT** “ ” REFERRED TO IN THE
AFFIDAVIT OF ROBERT M. CARUSO, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 19th DAY OF JUNE, 2022.

A handwritten signature in blue ink, appearing to read 'Michael', is written above a horizontal line.

Commissioner for taking affidavits

ASSUMPTION AGREEMENT, dated as of March 22, 2018, made by Elizabeth Arden (Canada) Limited and Revlon Canada Inc. (the “Additional Grantors” and each an “Additional Grantor”), in favor of Citibank, N.A., as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H:

WHEREAS, Revlon Consumer Products Corporation, a Delaware corporation (the “Borrower”), Revlon, Inc., a Delaware corporation (“Holdings”), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the “Lenders”), Citibank, N.A., as Collateral Agent and Administrative Agent and the banks have entered into that certain Term Credit Agreement, dated as of September 7, 2016 (as amended, waived, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantors) have entered into the Term Loan Guarantee and Collateral Agreement, dated as of September 7, 2016 (as amended, waived, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent for the benefit of itself and the other Secured Parties; and

WHEREAS, the Additional Grantors have each agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:


1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, each Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Guarantor and a Grantor thereunder with the same force and effect as if originally named therein as a Guarantor and a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Guarantor and a Grantor thereunder. The information set forth in Annex I hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. Each Additional Grantor hereby represents and warrants, to the extent applicable and with respect to itself, that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as of the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

ELIZABETH ARDEN (CANADA) LIMITED
as Grantor and Guarantor

By: 
Name: Michael T. Sheehan
Title: Vice President and Secretary

REVLON CANADA INC.
as Grantor and Guarantor

By: 
Name: Michael T. Sheehan
Title: Vice President

NOTICE ADDRESSES

<u>Name of Grantor</u>	<u>Mailing Address</u>
Elizabeth Arden (Canada) Limited	505 Apple Creek Blvd., Unit #2, Markham, Ontario, Canada L3R 5B1
Revlon Canada Inc.	1590 South Gateway Road Mississauga, Ontario L4W 0A8 Canada

INVESTMENT PROPERTY

Pledged Equity

<u>Debtor/Grantor</u>	<u>Issuer</u>	<u>Jurisdiction</u>	<u># of Shares Pledged</u>	<u>Total Shares Outstanding</u>	<u>% Pledged¹</u>	<u>Certificate No.</u>
Elizabeth Arden International Holding, Inc.	Elizabeth Arden (Canada) Limited	Canada	1 Common Shares	987,241 Common Shares	<0.01%	3
Elizabeth Arden International Holding, Inc.	Elizabeth Arden (Canada) Limited	Canada	335,662 Common Shares	987,241 Common Shares	34%	6
Revlon International Corporation	Revlon Canada Inc.	Canada	340,011	1,000,011	34%	C-2

¹ The balance of the total shares (66%) was previously pledged under the Guarantee and Collateral Agreement.

Annex I to
Assumption Agreement

Supplement to Schedule 3

LEGAL NAME, JURISDICTIONS OF ORGANIZATION, IDENTIFICATION
NUMBER AND PPSA FILING JURISDICTIONS

<u>Name of Debtor/Grantor</u>	<u>Jurisdictions of Organization/Formation</u>	<u>Incorporation/Registration Number</u>	<u>PPSA Filing Jurisdiction</u>
Elizabeth Arden (Canada) Limited	Canada (Ontario)	3794032	Ontario
Revlon Canada Inc.	Canada (Ontario)	913770-0	Ontario

Annex I to
Assumption Agreement
Supplement to Schedule 4

[Reserved]

Annex I to
Assumption Agreement

Supplement to Schedule 5

COMMERCIAL TORT CLAIMS

None

TAB I

THIS IS **EXHIBIT “I”** REFERRED TO IN THE
AFFIDAVIT OF ROBERT M. CARUSO, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 19th DAY OF JUNE, 2022.

A handwritten signature in blue ink, appearing to read 'Michael', is written above a horizontal line.

Commissioner for taking affidavits

CANADA - TERM LOAN COLLATERAL AGREEMENT

made by

Revlon Canada Inc. and Elizabeth Arden (Canada) Limited

and any other Subsidiary Grantors party hereto

in favor of

CITIBANK, N.A.,
as Collateral Agent

Dated as of March 22, 2018

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SCHEDULES

Schedule 1	Notice Addresses
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Schedule 3	Legal Name and Jurisdictions of Organization

ANNEXES

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TERM LOAN COLLATERAL AGREEMENT

TERM LOAN COLLATERAL AGREEMENT, dated as of March 22, 2018, made by each of the signatories hereto, in favor of Citibank, N.A., as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties (as defined in the Term Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Revlon Consumer Products Corporation, a Delaware corporation (the “Borrower”), Revlon, Inc., a Delaware corporation (“Holdings”), the banks and other financial institutions or entities (the “Lenders”) from time to time parties thereto and Citibank, N.A., as administrative agent and collateral agent for the Lenders)).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor (as defined below);

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Collateral Agent for the benefit of the Administrative Agent, the Collateral Agent and the other Secured Parties;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the PPSA: “Accession”, “Account”, “Certificated Security”, “Chattel Paper”, “Consumer Goods”, “Documents of Title”, “Equipment”, “Goods”, “Intangibles”, “Instrument”, “Inventory”, “Money”, “Securities Account”, “Securities Intermediary”, “Security”, and “Uncertificated Security”.

(b) The following terms shall have the following meanings:

“ABL Collateral Agent”: the meaning assigned to the term “ABL Agent” in the ABL Intercreditor Agreement.

“ABL Facility First Priority Collateral”: as defined in the ABL Intercreditor Agreement.

“Additional Obligations”: the meaning assigned to the term “Specified Additional Obligations” in the Credit Agreement.

“Agreement”: this Term Loan Collateral Agreement, as the same may be amended, waived, supplemented or otherwise modified from time to time.

“Borrower”: as defined in the preamble hereto.

“Borrower Credit Agreement Obligations”: the meaning assigned to the term “Obligations” in the Credit Agreement.

“Cash Management Obligations”: the meaning assigned to the term “Specified Cash Management Obligations” in the Credit Agreement.

“Collateral”: as defined in Section 3.1.

“Collateral Account”: any collateral account established by the Collateral Agent as provided in Section 6.5.

“Copyright Licenses”: with respect to any Grantor, all written license agreements, now or hereafter in effect, granting to or from Grantor any right under any Copyright.

“Copyrights”: (i) all copyrights arising under the laws of the United States, Canada, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Copyright Office, the Canadian Intellectual Property Office or in any foreign counterparts thereof, and (ii) the right to obtain all renewals thereof.

“Defined Benefit Pension Plan”: a “registered pension plan”, as that term is defined in subsection 248(1) of the Income Tax Act (Canada), which contains a “defined benefit provision”, as that term is defined in subsection 147.1(1) of the Income Tax Act (Canada).

“Deposit Account”: as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution in any jurisdiction.

“Deposit Account Control Agreement”: (a) an agreement, in form and substance reasonably satisfactory to the Collateral Agent, among any Grantor, a depository institution holding such Grantor’s funds, the Collateral Agent and, prior to the Discharge of ABL Priority

Claims and with respect to ABL Facility First Priority Collateral, the ABL Collateral Agent, as gratuitous agent, which provides the Collateral Agent and, prior to the Discharge of ABL Priority Claims and with respect to ABL Facility First Priority Collateral, the ABL Collateral Agent, as gratuitous agent, with “control” (as such term is used in Article 9 of the Uniform Commercial Code) over the applicable Deposit Account(s) described therein or (b) any other agreements, waivers, notices or arrangements which, in the reasonable discretion of the Collateral Agent, are sufficient to maintain a perfected security interest in such Deposit Account(s) under applicable law.

“Discharge of ABL Priority Claims”: as defined in the ABL Intercreditor Agreement.

“Excluded Accounts”: (a) any Deposit Account used solely for: (i) funding payroll or segregating payroll taxes or funding other employee wage or benefit payments in the ordinary course of business, (ii) segregating Registered Retirement Savings Plan contributions or contributions to an employee stock purchase plan and other health and benefit plan, in each case for payment in accordance with any applicable laws or (iii) any zero-balance disbursement accounts, (b) any Deposit Account or Securities Account the funds in which consist solely of funds held by the Borrower or any Subsidiary on behalf of or in trust for the benefit of any third party that is not an Affiliate of the Borrower, any Subsidiary or any Permitted Investor and (c) any Deposit Account the funds in which consist solely of cash earnest money deposits or funds deposited under escrow or similar arrangements in connection with any letter of intent or purchase agreement for a Permitted Acquisition or any other transaction permitted under the Credit Agreement.

“Grantors”: the collective reference to each signatory hereto (other than the Collateral Agent) together with any other entity that may become a party hereto as provided in Section 8.14.

“Grantor Obligations”: with respect to any Grantor, all obligations and liabilities of such Grantor which may arise under or in connection with this Agreement, any guarantee to which such Grantor is a party or any other Loan Document to which such Grantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees and disbursements of counsel to the Administrative Agent, to the Collateral Agent or to the other Secured Parties that are required to be paid by such Grantor pursuant to the terms of this Agreement or any other Loan Document).

“Hedge Agreement Obligations”: the collective reference to all obligations and liabilities of the Borrower and any other Loan Party (including, without limitation, interest accruing at the then applicable rate provided in any Specified Hedge Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower or the applicable Loan Party, whether or not a claim for post-filing or post-petition interest is allowed or allowable in such proceeding) to any counterparty under a Specified Hedge Agreement (each, a “Hedge Provider”), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, in each case, which may arise under, out of, or in connection with, any Specified Hedge Agreement or any other

document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees and disbursements of counsel to the relevant Hedge Provider that are required to be paid by the Borrower or the applicable Loan Party, as the case may be, pursuant to the terms of any Specified Hedge Agreement).

“Hedge Provider”: as defined in the definition of “Hedge Agreement Obligations”.

“Intellectual Property”: the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, Canada, multinational or foreign laws or otherwise, including, without limitation, Copyrights, Patents, Trademarks, trade names, domain names, industrial designs, know-how and processes, all rights to sue at law or in equity for any infringement, dilution, misappropriation or other violation thereof, including the right to receive all Proceeds and damages therefrom.

“Investment Property”: the collective reference to (i) all “investment property” as such term is defined in the PPSA, and (ii) whether or not constituting “investment property” as so defined, all Pledged Securities.

“Issuers”: the collective reference to each issuer of a Pledged Security.

“Material Intellectual Property”: any Intellectual Property included in the Collateral that is owned by or exclusively licensed to any Grantor and is material to the business of the Borrower and its Subsidiaries, taken as a whole.

“Patent License”: with respect to any Grantor, all written license agreements, now or hereafter in effect, providing for the grant by or to such Grantor of any right in or to any Patent.

“Patents”: (i) all letters patent of the United States, Canada, any other country or any political subdivision thereof, and all applications for the issuance thereof, (ii) all continuations, divisions, continuations-in-part or renewals thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Pledged Notes”: all promissory notes listed on Schedule 2 and all other promissory notes issued to or held by any Grantor in excess of \$10,000,000 in the aggregate for all such notes (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business) other than Excluded Collateral.

“Pledged Securities”: the collective reference to the Pledged Notes and the Pledged Stock.

“Pledged Stock”: the collective reference to (i) the shares of Capital Stock listed on Schedule 2 and (ii) any other shares, stock certificates, options, interests or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect other than Excluded Collateral.

“Proceeds”: all “proceeds” as such term is defined in the PPSA and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

“PPSA”: the *Personal Property Security Act* (Ontario), as amended from time to time.

“Receivable”: any right to payment for goods or other property sold, leased, licensed or otherwise disposed of or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper or classified as an Intangible and whether or not it has been earned by performance (including, without limitation, any Account). References herein to Receivables shall include any collateral securing such Receivable.

“Registered Pension Plan”: a “registered pension plan”, as that term is defined in subsection 248(1) of the Income Tax Act (Canada), which is sponsored, administered or contributed to by a Grantor or in respect of which any Grantor has any liability, including for greater certainty, the Revlon Retirement Plan.

“Revlon Retirement Plan”: The Affiliated Revlon Companies Employees’ Retirement Plan, Financial Services Commission of Ontario registration number 0591917.

“Secured Obligations”: (i) the Borrower Credit Agreement Obligations (ii) the Hedge Agreement Obligations, (iii) the Cash Management Obligations, (iv) the Additional Obligations and (v) the Grantor Obligations, but, as to clauses (ii), (iii) and (iv) hereof, only to the extent that, and only so long as, the Borrower Credit Agreement Obligations are secured pursuant hereto; provided that Secured Obligations shall exclude any Excluded Swap Obligations.

“Securities Account Control Agreement”: (a) an agreement, in form and substance reasonably satisfactory to the Collateral Agent, among any Grantor, a securities intermediary holding such Grantor’s funds, the Collateral Agent and, prior to the Discharge of ABL Priority Claims and with respect to ABL Facility First Priority Collateral, the ABL Collateral Agent, as gratuitous agent, which provides the Collateral Agent and, prior to the Discharge of ABL Priority Claims and with respect to ABL Facility First Priority Collateral, the ABL Collateral Agent, as gratuitous agent, with “control” (as such term is used in the STA) over the applicable Securities Account(s) described therein or (b) any other agreements, waivers, notices or arrangements which, in the reasonable discretion of the Collateral Agent, are sufficient to maintain a perfected security interest in such Securities Account(s) under applicable law.

“STA”: the Securities Transfer Act (*Ontario*), as amended from time to time.

“Trademark License”: with respect to any Grantor, all written license agreements, now or hereafter in effect, providing for the grant by or to such Grantor of any right to use any Trademark.

“Trademarks”: (i) all trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade dress, service marks, logos and other source or business identifiers, designs and intangibles of like nature, all goodwill associated therewith or symbolized thereby and all common-law rights related thereto, all registrations and

recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency of the United States or any State thereof, Canada or any other country or any political subdivision thereof, and (ii) the right to obtain all renewals thereof.

“Unfunded Advances/Participations”: (a) with respect to the Administrative Agent, the aggregate amount, if any (i) made available to the Borrower on the assumption that each Lender has made its portion of the applicable Borrowing available to the Administrative Agent as contemplated by Section 2.5 of the Credit Agreement and (ii) with respect to which a corresponding amount shall not in fact have been made available to the Administrative Agent by any such Lender and which such amount shall not have been returned to the Administrative Agent by the Borrower and (b) with respect to any Issuing Lender, the aggregate amount, if any, of any participations in respect of Reimbursement Obligations that shall not have been funded by any L/C Participant in accordance with Section 3.4 of the Credit Agreement.

“ULC” means an Issuer that is an unlimited company, unlimited liability corporation or unlimited liability company.

“ULC Laws” means the *Companies Act* (Nova Scotia), the *Business Corporations Act* (Alberta), the *Business Corporations Act* (British Columbia) and any other present or future Laws governing ULCs.

“ULC Shares” means shares or other equity interests in the capital stock of a ULC.

1.2 Other Definitional Provisions.

(a) The words “hereof,” “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor’s Collateral or the relevant part thereof.

SECTION 2. [INTENTIONALLY DELETED]

SECTION 3. GRANT OF SECURITY INTEREST

3.1 Grant of Security Interests. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, in each case except to the extent released in accordance with Section 8.15 and subject to the proviso to this Section 3.1, the “Collateral”), as collateral security for the

payment or performance, as the case may be (whether at the stated maturity, by acceleration or otherwise), of such Grantor's Secured Obligations:

- (a) all Accounts, including all Receivables;
- (b) all Deposit Accounts;
- (c) all Chattel Paper;
- (d) all Documents of Title;
- (e) all Equipment;
- (f) all Fixtures;
- (g) all Intangibles, including contract rights;
- (h) all Instruments, except to the extent constituting Pledged Notes (or which would constitute Pledged Notes but for the *de minimis* threshold contained in the definition thereof);
- (i) all Intellectual Property (including all Copyright Licenses, Patent Licenses and Trademark Licenses);
- (j) all Inventory;
- (k) all Investment Property;
- (l) all Money;
- (m) all Pledged Securities;
- (n) all other Goods;
- (o) all books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information pertaining to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and
- (p) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any of the Collateral and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 3.1, the security interest granted hereunder shall not cover, and the term "Collateral" shall not include, (i) Excluded Accounts or (ii) any Excluded Collateral.

3.2 Limitations on Grant of Security Interests. The security interests granted under Section 3.1 do not attach to Consumer Goods or extend to the last day of the term of any lease or agreement for lease of real property. Such last day shall be held by the applicable Grantor in trust for the Collateral Agent (for its own benefit and for the benefit of the other Secured Parties), subject to, in the case of ABL Facility First Priority Collateral, the rights of the ABL Collateral Agent and the obligations of the Grantors under the ABL Facility Loan Documents and the ABL Intercreditor Agreement, and, on the exercise by the Collateral Agent of any of its rights or remedies under this Agreement following an Event of Default, shall be assigned by such Grantor as directed by the Collateral Agent (or the ABL Collateral Agent, as the case may be). For greater certainty, no Intellectual Property is presently assigned (other than by way of security) to the Collateral Agent by sole virtue of the grant of the security interests contained in Section 3.1.

3.3 Attachment. Each Grantor confirms that value has been given by the Secured Parties to such Grantor, that such Grantor has rights in its Collateral existing at the date of this Agreement or the date of any Assumption Agreement, as applicable, and that such Grantor and the Collateral Agent have not agreed to postpone the time for attachment of the security interests to any of the Collateral of such Grantor. The security interests with respect to the Collateral of each Grantor created by this Agreement shall have effect and be deemed to be effective whether or not the Secured Obligations of such Grantor or any part thereof are owing or in existence before or after or upon the date of this Agreement or the date of any Assumption Agreement, as applicable.

3.4 Conflicts.

(a) In the event of any conflict between the terms of the Credit Agreement and this Agreement, the terms of the Credit Agreement shall govern and control. In the event of any such conflict, each Grantor may act (or omit to act) in accordance with the Credit Agreement, as applicable, and shall not be in breach, violation or default of its obligations hereunder by reason of doing so.

(b) In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement, as applicable, shall govern and control as among the Collateral Agent, on the one hand, and any other secured creditor (or agent therefor) party thereto, on the other hand. In the event of any such conflict, each Grantor may act (or omit to act) in accordance with such Intercreditor Agreement, as applicable, and shall not be in breach, violation or default of its obligations hereunder by reason of doing so.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent, the Collateral Agent and the Secured Parties to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, each Grantor hereby represents and warrants with respect to itself to each of the Administrative Agent, the Collateral Agent and each other Secured Party that:

4.1 Representations in Credit Agreement. In the case of each Grantor, the representations and warranties set forth in Sections 4.3, 4.4, 4.5, 4.6, 4.8, 4.9, 4.10, 4.12, 4.13,

4.15, 4.16, 4.17, 4.19, 4.21, 4.23 and 4.24 of the Credit Agreement to the extent they refer to such Grantor or to the Loan Documents to which such Grantor is a party or to the use of the proceeds of any Loans by any Grantor, each of which is hereby incorporated herein by reference, are true and correct in all material respects, and each of the Administrative Agent, the Collateral Agent and each other Secured Party shall be entitled to rely on each of them as if they were fully set forth herein; provided, that each reference in each such representation and warranty to the Borrower's knowledge shall, for the purposes of this Section 4.1, be deemed to be a reference to such Grantor's knowledge; provided further that, with respect to Section 4.17 of the Credit Agreement, each reference to the "Guarantee and Collateral Agreement" shall, for the purposes of this Section 4.1, be deemed to be a reference to this Agreement and that each reference to the provisions of the "UCC" shall, for the purposes of this Section 4.1, be deemed to be a reference the equivalent provisions of the PPSA.

4.2 Title; No Other Liens. Except as set forth in Schedule 4.8A to the Credit Agreement and except as would not reasonably be expected to have a Material Adverse Effect, such Grantor owns or has rights in each item of the Collateral; and such Collateral is free and clear of any and all Liens except as permitted by the Loan Documents. Except as permitted by the Loan Documents, no financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office except financing statements or other public notices that have been filed without the consent of the Grantor.

4.3 [Reserved].

4.4 Names; Jurisdiction of Organization; Other Perfection Information.

(a) On the date hereof, such Grantor's full and correct legal name, jurisdiction of organization, identification number from the jurisdiction of organization (if any) and the jurisdiction in which financing statements in appropriate form are to be filed are specified on Schedule 3.

(b) When financing statements in appropriate form are filed in the jurisdictions specified on Schedule 3 (or, in the case of Collateral not in existence on the Closing Date, such other offices as may be appropriate) the Collateral Agent shall have a fully perfected first priority Lien (or, with respect to the ABL Facility First Priority Collateral, a fully perfected second priority Lien) on, and security interest in, all right, title and interest of such Grantor in such Collateral (including any proceeds of any item of Collateral) (to the extent a security interest in such Collateral can be perfected through the filing of such financing statements in the jurisdictions specified on Schedule 3 (or, in the case of Collateral not in existence on the Closing Date, such other offices as may be appropriate)).

(c) On the date hereof, all other information with respect to such Grantor set out in Schedule 3 is accurate and complete.

4.5 Pledged Securities.

(a) On the date hereof, the shares of Pledged Stock pledged by such Grantor hereunder:

(i) with respect to any such shares of Pledged Stock issued by the Borrower and any other Restricted Subsidiary, have been duly authorized, validly issued and are fully paid and non-assessable, to the extent such concepts are applicable; and

(ii) constitute all the issued and outstanding shares of all classes of the Capital Stock of each such Issuer directly owned by such Grantor.

(b) Such Grantor is the record and beneficial owner of the Pledged Securities pledged by it hereunder, free of any and all Liens or options in favor of, or claims of any other Person, except the security interest created by this Agreement and Liens, options or claims not prohibited by the Credit Agreement and subject to any transfers made in compliance with the Loan Documents.

4.6 Intellectual Property.

(a) On the date hereof, to the knowledge of such Grantor, all Material Intellectual Property of such Grantor, is subsisting, valid, unexpired (in the case of any registered Material Intellectual Property) and enforceable, and has not been abandoned.

(b) On the date hereof, no outstanding holding, decision or judgment has been rendered by any Governmental Authority that would limit, cancel or impair the validity of, or such Grantor's rights in, any Material Intellectual Property.

(c) Except as any such infringement, misappropriation, dilution or violation that could not be reasonably be expected to adversely affect the net revenues of the Borrower and its Subsidiaries, taken as a whole, by \$10,000,000 or more in the aggregate, no action or proceeding is pending, or, to the knowledge of such Grantor, threatened, alleging that such Grantor, or the use of the Material Intellectual Property in the business of such Grantor, infringes, misappropriates, dilutes, or otherwise violates the Intellectual Property of any other Person. To the knowledge of such Grantor, no Person is engaging in any activity that infringes, misappropriates, dilutes or violates any Intellectual Property owned by or exclusively licensed to such Grantor, except as would not reasonably be expected to have a Material Adverse Effect.

4.7 Consumer Goods. As at the date hereof, such Grantor does not own any Consumer Goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of such Grantor.

4.8 Pension Plans. Except for the Revlon Retirement Plan, as at the date of this Agreement no Grantor sponsors, administers, contributes to, participates in or has any liability under or arising from any Defined Benefit Pension Plan where such sponsorship, administration, contribution, participation or liability, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, (i) each Registered Pension Plan is duly registered under the Income Tax Act (Canada) and applicable pension standards legislation and has been in all material respects administered, funded and invested in accordance with the terms of the plan and applicable laws; (ii) all employer and employee contributions (including any special payments in respect of any funding deficiencies) to be remitted or paid to a Registered Pension Plan have been remitted or paid in a timely manner in accordance with the

terms of the plan and all applicable laws; and (iii) all amounts required to be remitted or paid to the Pension Benefits Guarantee Fund in respect of the Revlon Retirement Plan have been remitted or paid in a timely manner in accordance with applicable laws. The Grantors have provided the Collateral Agent with a true and complete copy of the actuarial valuation report most recently filed with the applicable pension regulator prior to the date of this Agreement in respect of the Revlon Retirement Plan. As at the date of this Agreement, the Grantors have not taken any actions to initiate or cause a wind-up or termination of the Revlon Retirement Plan and no events have occurred which could reasonably be expected to result in any pension regulator appointing a replacement administrator for, or initiating or ordering the wind-up or termination of, the Revlon Retirement Plan.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent, the Collateral Agent and the other Secured Parties that, subject to Section 8.15(b), from and after the date of this Agreement until the Secured Obligations shall have been paid in full (other than Additional Obligations, Hedge Agreement Obligations, Cash Management Obligations and contingent or indemnification obligations not then due), no Letter of Credit (that is not Cash Collateralized) shall be outstanding and the Commitments shall have been terminated:

5.1 Covenants in Credit Agreement. In the case of each Grantor, to the extent applicable, such Grantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Grantor or any of its Restricted Subsidiaries.

5.2 Investment Property.

(a) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it and (ii) the terms of Sections 6.3(c) and 6.8 shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.8 with respect to the Pledged Securities issued by it.

(b) To the extent that any Capital Stock included in the Collateral is or becomes a Certificated Security, the applicable Grantor shall promptly deliver such certificates evidencing such Pledged Securities to the Collateral Agent (or, prior to the Discharge of ABL Priority Claims and with respect to the ABL Facility First Priority Collateral, to the ABL Collateral Agent, as gratuitous bailee) together with stock powers or indorsements thereof.

5.3 Deposit Accounts. Except to the extent that an equivalent control agreement is not required pursuant to the ABL Documents, for each Deposit Account (other than Excluded Accounts) that any Grantor at any time opens or maintains that would cause the aggregate balance of all Deposit Accounts (other than Excluded Accounts) of the Grantors that are not subject to a Deposit Account Control Agreement in favor of the Collateral Agent to exceed \$10,000,000, such Grantor shall promptly notify the Collateral Agent of such Deposit Account and, promptly following the Collateral Agent's request, use its commercially reasonable efforts to

cause the depository bank to enter into a Deposit Account Control Agreement. The Collateral Agent agrees with each Grantor that the Collateral Agent (A) shall not exercise any rights under a Deposit Account Control Agreement, including giving any instructions thereunder or withholding any withdrawal rights from any Grantor, in each case pursuant to, and in accordance with, the ABL Intercreditor Agreement, unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal, would occur, and (B) upon request from such Grantors, it will deliver a notice rescinding its exclusive control over any Deposit Account with respect to which it has previously delivered a notice exercising exclusive control if such Event of Default is no longer continuing. The provisions of this paragraph shall not apply to any Deposit Account for which any Grantor, the depository bank and the Collateral Agent or, prior to the Discharge of ABL Priority Claims and with respect to ABL Facility First Priority Collateral, to the ABL Collateral Agent, as gratuitous agent, have entered into a cash collateral agreement specially negotiated among such Grantor, the depository bank and the Collateral Agent (or the ABL Collateral Agent, as the case may be) for the specific purpose set forth therein. Notwithstanding any of the foregoing, the Collateral Agent agrees that it shall not request any Grantor to comply with the requirements of this Section 5.3 after the Discharge of ABL Priority Claims.

5.4 Perfection Exclusions. Notwithstanding anything to the contrary contained herein, no Grantor shall be required to take any actions in order to perfect the security interest in the Collateral granted to the Collateral Agent for the benefit of itself, the Administrative Agent and the other Secured Parties (i) with respect to notices required to be sent to account debtors or other contractual third-parties prior to the occurrence and absent the continuance of an Event of Default, (ii) under the laws of any jurisdiction outside the United States or Canada, (iii) with respect to any assets specifically requiring perfection through control (including cash, cash equivalents, deposit accounts, securities accounts or other bank accounts, but excluding Pledged Securities), other than any actions required pursuant to Section 5.3 or 6.5.

5.5 Intellectual Property.

(a) For each Trademark that is Material Intellectual Property, such Grantor shall (i) subject to Section 5.5(k), continue to use such Trademark in order to maintain such Trademark in full force and effect with respect to each class of goods for which such Trademark is currently used (unless, in such Grantor's reasonable good faith judgment, there is a reasonable and valid business reason for discontinuing use of such Trademark with respect to any such class of goods), free from any claim of abandonment for non-use, (ii) use such Trademark with the appropriate notice of registration and all other notices and legends, in each case, as required by applicable Requirements of Law, except as would not reasonably be expected to have a material adverse effect on the value of such Trademark and any Proceeds therefrom, (iii) not adopt or use any mark that is confusingly similar or a colorable imitation of such Trademark unless the Collateral Agent shall obtain perfected security interests in such mark pursuant to this Agreement and (iv) not (and not permit any licensee or sublicensee thereof to) knowingly do any other act or knowingly omit to do any act whereby such Trademark (or any goodwill associated therewith) may become destroyed, invalidated, impaired or harmed in any way.

(b) Such Grantor shall not knowingly do any act, or omit to do any act, whereby any Patent that is Material Intellectual Property may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor shall not knowingly do any act or omit to do any act whereby any portion of the Copyrights that is Material Intellectual Property may fall into the public domain.

(d) Such Grantor shall not knowingly do any act, or omit to do any act, which would substantially increase the risk of any trade secret that is Material Intellectual Property becoming publicly available or otherwise unprotectable; *provided, however*, that execution and delivery of any agreement related to such trade secret subject to customary and reasonable confidentiality provisions shall not constitute a breach of this subsection (d).

(e) Such Grantor shall not infringe, misappropriate, dilute or otherwise violate any Intellectual Property right of any other Person, except as would not reasonably be expected to have a Material Adverse Effect.

(f) Such Grantor shall notify the Collateral Agent as promptly as reasonably practicable if it knows, after due inquiry, that (i) any application or registration relating to any Material Intellectual Property is likely to become forfeited, abandoned or dedicated to the public, or of any materially adverse determination or development related to such application or registration (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or the United States Copyright Office or the Canadian Intellectual Property Office or any court or tribunal in any country, but excluding any ordinary course office actions) regarding such Grantor's ownership of, right to use, interest in, or the validity of, any Material Intellectual Property owned by such Grantor or such Grantor's right to register the same or to own and maintain the same or (ii) any action or proceeding, to the extent such action is not dismissed within thirty (30) days, that seeks to limit or cancel, or challenge the validity of, any Material Intellectual Property owned by such Grantor or such Grantor's ownership interest therein is pending or, to the knowledge of such Grantor, threatened.

(g) Such Grantor shall take all commercially reasonable steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office or any similar office or agency, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of any Copyright, Trademark, Patent or Internet domain name that is Material Intellectual Property, including filing of applications for renewal, affidavits of use and affidavits of incontestability, and to the extent as may be appropriate in its reasonable judgment under the circumstances, filing opposition and interference and cancellation proceedings.

(h) In the event that any Material Intellectual Property is or has been infringed upon or misappropriated or diluted by a third party, which event could reasonably be expected to adversely affect the net revenues of the Borrower and its Subsidiaries, taken as a whole, by more than \$10,000,000 in the aggregate, such Grantor shall notify the Collateral Agent as promptly as reasonably practicable after such Grantor has knowledge thereof. Such Grantor shall take appropriate action in its reasonable judgment in response to such infringement, misappropriation or dilution, including bringing suit for infringement, misappropriation or dilution and to recover all damages for such infringement, misappropriation or dilution, and shall take such other actions as may be appropriate in its reasonable judgment under the circumstances to protect such Material Intellectual Property.

(i) [Reserved].

(j) [Reserved].

(k) Notwithstanding anything to the contrary in this Section 5.5, (i) the Grantor shall have the right to license its Patents, Trademarks and Copyrights in accordance with the Credit Agreement and (ii) no Grantor shall be prohibited from causing or permitting the expiration, abandonment or invalidation of any of the Intellectual Property (other than Material Intellectual Property) or failing to renew, abandoning or permitting to expire any applications or registrations for any of the Intellectual Property (other than Material Intellectual Property), if, in such Grantor's reasonable good faith judgment, there is a reasonable and valid business reason for taking or omitting to take any of the foregoing actions.

(l) Promptly upon request from time to time by the Collateral Agent, such Grantor shall authorize, execute and deliver any and all agreements, instruments, documents and papers that the Collateral Agent may reasonably request to evidence the security interests in any Intellectual Property registered with the Canadian Intellectual Property Office of such Grantor and, where applicable, the goodwill of the business of such Grantor connected with the use of, and symbolized by, any such Intellectual Property registered with the Canadian Intellectual Property Office; provided however, no Grantor shall be required to deliver any such agreement, instrument, document or paper with respect to any Intellectual Property that would otherwise be excluded from the Collateral pursuant to any part of Section 6.8(e) other than 6.8(e)(i) of the Credit Agreement.

5.6 Notices. Such Grantor shall advise the Collateral Agent promptly, in reasonable detail, of:

(a) any change in the chief executive office, registered office or domicile of such Grantor; or

(b) any additional Canadian jurisdiction in which such Grantor carries on business or has Collateral;

5.7 Pension Plans. Except for the Revlon Retirement Plan, no Grantor shall at any time sponsor, administer, contribute to, participate in or have any liability under or arising from, any Defined Benefit Pension Plan where such sponsorship, administration, contribution, participation or liability, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. The Grantors shall ensure that, except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, (a) each Registered Pension Plan remains duly registered under the Income Tax Act (Canada) and applicable pension standards legislation and is in all material respects administered, funded and invested in accordance with the terms of the plan and applicable laws; (b) all employer and employee contributions (including any special payments in respect of any funding deficiencies) to be remitted or paid to a Registered Pension Plan are remitted or paid in a timely manner in accordance with the terms of the plan and all applicable laws; and (c) all amounts required to be remitted or paid to the Pension Benefits Guarantee Fund in respect of the Revlon Retirement Plan are remitted or paid in a timely manner in accordance with applicable laws. The Grantors shall, upon request, provide the Collateral Agent with (d) a true and complete copy of the most recent

actuarial valuation report prepared in respect of the Revlon Retirement Plan which has been filed with the applicable pension regulator; and (e) all other documents and information relating to the Revlon Retirement Plan reasonably requested from time to time by the Collateral Agent, as soon as practicable after such request is made. Except as would not reasonably be expected to have a Material Adverse Effect, the Grantors shall not take any actions to initiate or cause a wind-up or termination of the Revlon Retirement Plan, unless the prior written consent of the Collateral Agent has been obtained, and shall ensure that no events occur which could reasonably be expected to result in any pension regulator appointing a replacement administrator for, or initiating or ordering the wind-up or termination of, the Revlon Retirement Plan. Where there is any reasonable likelihood of the imposition of liability on any Grantor as a result thereof that would reasonably be expected to have a Material Adverse Effect, the Grantors shall promptly notify the Collateral Agent of receipt of any notice or other communication from any applicable pension regulator relating to the wind-up or termination of the Revlon Retirement Plan or any proposal or intention to initiate the process to wind-up or terminate the Revlon Retirement Plan.

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Accounts.

(a) The Collateral Agent hereby authorizes each Grantor to collect such Grantor's Accounts and each Grantor hereby agrees to continue to collect all amounts due or to become due to such Grantor under the Accounts in respect thereof and exercise each right it may have under any Account, in each case, at its own expense; provided, however, that the Collateral Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default under Section 8.1(a) or 8.1(f) of the Credit Agreement, any payments of Accounts, when collected by any Grantor, (i) shall promptly (and, in any event, within two (2) Business Days) be deposited by such Grantor in the exact form received, duly endorsed by such Grantor to the Collateral Agent if required, in a Collateral Account maintained under the sole dominion and control of the Collateral Agent, subject to withdrawal by the Collateral Agent for the account of the Secured Parties only as provided in Section 6.6, and (ii) until so turned over, shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor.

6.2 Communications with Obligor; Grantors Remain Liable.

(a) The Collateral Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default under Section 8.1(a) or 8.1(f) of the Credit Agreement communicate with obligors under the Receivables to verify with them to the Collateral Agent's reasonable satisfaction the existence, amount and terms of any Receivables.

(b) The Collateral Agent may at any time after the occurrence and during the continuance of an Event of Default under Section 8.1(a) or 8.1(f) of the Credit Agreement notify, or require any Grantor to so notify within a reasonable period thereafter, the account debtor or counterparty on any Account of the security interest of the Collateral Agent therein. In addition,

after the occurrence and during the continuance of an Event of Default under Section 8.1(a) or 8.1(f) of the Credit Agreement, the Collateral Agent may upon written notice to the applicable Grantor, notify, or require any Grantor to notify within a reasonable period thereafter, the account debtor or counterparty to make all payments under the Account directly to the Collateral Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent, the Collateral Agent nor any other Secured Party shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent, the Collateral Agent or any other Secured Party of any payment relating thereto, nor shall the Administrative Agent, the Collateral Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Securities.

(a) (a) Unless an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given notice to the relevant Grantor of the Collateral Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to (i) receive all cash dividends and other distributions paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes to the extent permitted in the Credit Agreement, and (ii) to exercise all voting and corporate or other organizational rights with respect to the Pledged Securities; provided, however, that no vote shall be cast or corporate or other organizational right exercised or other action taken which would reasonably be expected to materially and adversely affect the rights inuring to a holder of any Pledged Securities or the rights and remedies of any of the Collateral Agent or any other Secured Party under this Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same; provided, further, that the Collateral Agent shall execute and deliver to each Grantor, or cause to be executed and delivered to each Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and corporate or other organizational rights it is entitled to exercise pursuant to sub-clause (ii) of this Section 6.3(a). For the avoidance of doubt, an exercise of voting and corporate or other organizational rights with respect to such Pledged Securities shall not be deemed to be material and adverse to any Person if such exercise is made in connection with a transaction not prohibited by the Credit Agreement and the other Loan Documents.

(b) If an Event of Default shall occur and be continuing and the Collateral Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors (which notice shall not be required if an Event of Default under clause (i) or (ii) of Section 8.1(f) of the Credit Agreement shall have occurred and be continuing) and subject to, in the case of ABL Facility First Priority Collateral, the rights of the ABL Collateral Agent and the obligations of the

Grantors under the ABL Facility Loan Documents and the ABL Intercreditor Agreement, (i) the Collateral Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Secured Obligations in the order set forth in Section 6.6; provided that after all Events of Default have been cured or waived and each applicable Grantor has delivered to the Administrative Agent certificates to that effect reasonably satisfactory to the Collateral Agent, the Collateral Agent shall, promptly after all such Events of Default have been cured or waived, repay to each applicable Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of sub-clause (i) of Section 6.3(a) above and that remain, and (ii) the Collateral Agent shall have the right to cause any or all of the Pledged Securities to be registered in the name of the Collateral Agent or its nominee, and the Collateral Agent or its nominee may thereafter during the continuance of such Event of Default exercise (x) all voting, corporate and other rights pertaining to such Pledged Securities at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Pledged Securities upon the merger, amalgamation, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Collateral Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Agent may reasonably determine), all without liability (except liabilities resulting from the gross negligence or willful misconduct of the Collateral Agent) except to account for property actually received by it, but the Collateral Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing unless the Collateral Agent has given notice of its intent to exercise as set forth above; provided that after all Events of Default have been cured or waived and each applicable Grantor has delivered to the Administrative Agent certificates to that effect reasonably satisfactory to the Collateral Agent, all rights vested in the Collateral Agent pursuant to this paragraph shall cease, and the Grantors shall have the voting and corporate or other organizational rights they would otherwise be entitled to exercise pursuant to the terms of sub-clause (ii) of Section 6.3(a) above and the obligations of the Collateral Agent under the second proviso in Section 6.3(a) shall be in effect.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Securities pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent (or the ABL Collateral Agent, as the case may be) in writing without the consent of such Grantor or any other Person that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) after an Event of Default has occurred and is continuing, unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Securities directly to the Collateral Agent, subject to, in the case of ABL Facility First Priority Collateral, the rights of the ABL Collateral Agent and the obligations of the Grantors under the ABL Facility Loan Documents and the ABL Intercreditor Agreement.

6.4 Intellectual Property.

(a) Solely for the purpose of enabling the Collateral Agent to exercise its rights and remedies under this Agreement at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby grants to the Collateral Agent, to the extent such Grantor has the right to do so, subject to pre-existing rights and licenses, an irrevocable (during such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies), non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject in the case of Trademarks to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, license or sublicense any Intellectual Property now owned or held or hereafter acquired or held by such Grantor, wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof (to the extent permitted by and subject to any applicable underlying license agreements); provided that such non-exclusive license shall be subject to and shall not violate any agreement between a Grantor and a third party governing the applicable Grantor's use of such Intellectual Property, or gives such third party any right of acceleration, modification or cancellation therein or would not be prohibited by any Requirement of Law of a Governmental Authority. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, solely upon the occurrence and during the continuation of an Event of Default; provided that any license, sublicense or other transaction entered into by the Collateral Agent during the continuation of an Event of Default in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

(b) Notwithstanding anything contained herein to the contrary, but subject to the provisions of Section 7.5 of the Credit Agreement that limit the rights of the Grantors to dispose of their property and subject to the Collateral Agent's exercise of its rights and remedies under Section 6, the Grantors will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property. In furtherance of the foregoing, so long as no Event of Default shall have occurred and be continuing, the Collateral Agent shall from time to time, upon the request of the respective Grantor (through the Borrower), execute and deliver any instruments, certificates or other documents, in the form so requested, that such Grantor (through the Borrower) shall have certified are appropriate in its judgment to allow it to take any action permitted above (including relinquishment of the license provided pursuant to clause (a) immediately above as to any specific Intellectual Property) or to evidence any termination referred to in the next sentence. Further, upon the payment in full in cash of all of the Secured Obligations (other than Additional Obligations, Hedge Agreement Obligations, Cash Management Obligations and contingent or indemnification obligations not then due) and cancellation or termination of all Commitments and Letters of Credit (that are not Cash Collateralized) or earlier expiration of this Agreement or release of the Collateral, the license granted pursuant to clause (a) immediately above shall automatically terminate. The exercise of rights and remedies under Section 6 by the Collateral Agent shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by the Grantors in accordance with the first sentence of this clause (b).

6.5 Proceeds to be Turned Over To Collateral Agent. Subject to the terms of the ABL Intercreditor Agreement, if an Event of Default shall occur and be continuing and the Loans shall have been accelerated pursuant to Section 8 of the Credit Agreement, at the request of the Collateral Agent, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent, the Collateral Agent and the other Secured Parties, segregated from other funds of such Grantor, and, subject to, in the case of ABL Facility First Priority Collateral, the rights of the ABL Collateral Agent and the obligations of the Grantors under the ABL Facility Loan Documents and the ABL Intercreditor Agreement, shall, promptly upon receipt by such Grantor, be turned over to the Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required). All Proceeds received by the Collateral Agent hereunder shall be held by the Collateral Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Collateral Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent, the Collateral Agent and the other Secured Parties) shall continue to be held as collateral security for all of the Secured Obligations and shall not constitute payment thereof until applied as provided in Section 6.6.

6.6 Application of Proceeds. Subject to the ABL Intercreditor Agreement, if an Event of Default shall have occurred and be continuing and the Loans shall have been accelerated pursuant to Section 8 of the Credit Agreement, at any time at the Collateral Agent's election, subject to the terms of any Intercreditor Agreement, the Collateral Agent may apply all or any part of Proceeds constituting Collateral, in payment of the applicable Grantor's Secured Obligations, and shall make any such application in the following order:

First, to pay incurred and unpaid reasonable, out-of-pocket fees and expenses of the Agents under the Loan Documents;

Second, to the Collateral Agent, for application by it towards payment in full of all Unfunded Advances/Participations (the amounts so applied to be distributed between or among the Administrative Agent and any Issuing Lender pro rata in accordance with the amounts of Unfunded Advances/Participations owed to them on the date of any such distribution);

Third, to the Collateral Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Secured Obligations, pro rata among the Secured Parties according to the amounts of such Secured Obligations then due and owing and remaining unpaid to each of them;

Fourth, any balance of such Proceeds remaining after the Secured Obligations shall have been paid in full (other than any remaining Additional Obligations, Hedge Agreement Obligations, Cash Management Obligations and contingent or indemnification obligations not then due), no Letter of Credit (that is not Cash Collateralized) shall be outstanding and the Commitments shall have been terminated, to the ABL Collateral Agent, in accordance with the ABL Intercreditor Agreement; and

Fifth, any remaining balance after the application in full pursuant to clause Fourth above, shall be paid over to the Borrower or to whomsoever shall be lawfully entitled to receive the same.

6.7 PPSA and Other Remedies. If an Event of Default shall occur and be continuing, the Collateral Agent, on behalf of itself, the Administrative Agent and the other Secured Parties, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the PPSA or any other applicable law or in equity. Without limiting the generality of the foregoing, to the maximum extent permitted under applicable law, the Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below or notices otherwise required by the Credit Agreement) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived, to the maximum extent permitted under applicable law unless otherwise provided in the Credit Agreement), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith, subject to pre-existing rights and licenses, sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent, the Collateral Agent or any other Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent, the Collateral Agent or any other Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption, stay or appraisal in any Grantor, which rights or equities are hereby waived and released. Each Grantor further agrees, at the Collateral Agent's request, to assemble the Collateral and make it available to the Collateral Agent at places which the Collateral Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.7, after deducting all reasonable costs and expenses of every kind actually incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent, the Collateral Agent and the other Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Secured Obligations, in accordance with Section 6.6, and only after such application and after the payment by the Collateral Agent of any other amount required by any provision of law, including, without limitation, the PPSA, need the Collateral Agent account for the surplus, if any, to any Grantor. Notwithstanding the foregoing, the Collateral Agent shall give each applicable Grantor not less than 10 days' written notice of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. If an Event of Default shall occur and be continuing, the Collateral Agent may appoint by instrument in writing one or more receivers (which term as used in this Agreement includes a receiver and manager) or similar Person of any Grantor or any or all of the Collateral of such Grantor with such rights, powers and authority (including any or all of the rights, powers and authority of the Collateral Agent under this Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such

receiver from time to time, and to the extent permitted by applicable law, any receiver appointed by the Collateral Agent will (for purposes relating to responsibility for the receiver's acts or omissions) be considered to be the agent of such Grantor and not of the Collateral Agent or any of the other Secured Parties. The Collateral Agent, in appointing or refraining from appointing any receiver, does not incur liability to the receiver, any Grantor or otherwise and is not responsible for any misconduct or negligence of such receiver, except for such receiver's willful misconduct or gross negligence. The identity of the receiver, its replacement and its remuneration are within the reasonable discretion of the Collateral Agent. The Grantors agree to ratify and confirm all actions of the receiver acting as agent for such Grantor, and to release and indemnify the receiver in respect of all such actions, except in each case for actions taken by such receiver which represent such receiver's willful misconduct or gross negligence. Any remedies provided in this Section 6.7 shall be subject to the ABL Intercreditor Agreement.

6.8 Sale of Pledged Stock.

(a) Subject in all respects to Section 10.14 of the Credit Agreement, the Collateral Agent is authorized, in connection with any sale of any Pledged Stock pursuant to Section 6.7, to deliver or otherwise disclose to any prospective purchaser of the Pledged Stock: (i) any registration statement or prospectus, and all supplements and amendments thereto; and (ii) any other information in its possession relating to such Pledged Stock to the extent reasonably necessary to be disclosed in connection with such sale of Pledged Stock, in each case provided that the Collateral Agent uses commercially reasonable efforts to ensure that such information is kept confidential in connection with such sale of Pledged Stock and the recipient is informed of the confidential nature of the information.

(b) Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the applicable securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under applicable securities laws, even if such Issuer would agree to do so.

6.9 Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the reasonable fees and disbursements of any attorneys employed by the Collateral Agent to collect such deficiency.

6.10 ULC Shares Each Grantor acknowledges that certain of the Collateral of such Grantor may now or in the future consist of ULC Shares, and that it is the intention of the Collateral Agent and each Grantor that neither the Collateral Agent nor any other Secured Party should under any circumstances prior to realization thereon be held to be a "member" or a

“shareholder”, as applicable, of a ULC for the purposes of any ULC Laws. Therefore, notwithstanding any provisions to the contrary contained in this Agreement, the Credit Agreement or any other Loan Document, where a Grantor is the registered owner of ULC Shares which are Collateral of such Grantor, such Grantor shall remain the sole registered owner of such ULC Shares until such time as such ULC Shares are effectively transferred into the name of the Collateral Agent, any other Secured Party, or any other Person on the books and records of the applicable ULC. Accordingly, each Grantor shall be entitled to receive and retain for its own account any dividend on or other distribution, if any, with respect to such ULC Shares (except for any dividend or distribution comprised of certificates evidencing Pledged Securities of such Grantor, which shall be delivered to the Collateral Agent (or, prior to the Discharge of ABL Priority Claims and with respect to the ABL First Priority Collateral, to the ABL Collateral Agent, as gratuitous bailee) to hold hereunder) and shall have the right to vote such ULC Shares and to control the direction, management and policies of the applicable ULC to the same extent as such Grantor would if such ULC Shares were not pledged to the Collateral Agent pursuant hereto. Nothing in this Agreement, the Credit Agreement or any other Loan Document is intended to, and nothing in this Agreement, the Credit Agreement or any other Loan Document shall, constitute the Collateral Agent, any other Secured Party, or any other Person other than the applicable Grantor, a member or shareholder of a ULC for the purposes of any ULC Laws (whether listed or unlisted, registered or beneficial), until such time as notice is given to such Grantor and further steps are taken pursuant hereto or thereto so as to register the Collateral Agent, any other Secured Party, or such other Person, as specified in such notice, as the holder of the ULC Shares. To the extent any provision hereof would have the effect of constituting the Collateral Agent or any other Secured Party as a member or a shareholder, as applicable, of any ULC prior to such time, such provision shall be severed herefrom and shall be ineffective with respect to ULC Shares which are Collateral of any Grantor without otherwise invalidating or rendering unenforceable this Agreement or invalidating or rendering unenforceable such provision insofar as it relates to Collateral of any Grantor which is not ULC Shares. Except upon the exercise of rights of the Collateral Agent to sell, transfer or otherwise dispose of ULC Shares in accordance with this Agreement, each Grantor shall not cause or permit, or enable an Issuer that is a ULC to cause or permit, the Collateral Agent or any other Secured Party to: (a) be registered as a shareholder or member of such Issuer; (b) have any notation entered in their favour in the share register of such Issuer; (c) be held out as shareholders or members of such Issuer; (d) receive, directly or indirectly, any dividends, property or other distributions from such Issuer by reason of the Collateral Agent holding the security interests over the ULC Shares; or (e) act as a shareholder of such Issuer, or exercise any rights of a shareholder including the right to attend a meeting of shareholders of such Issuer or to vote its ULC Shares.

SECTION 7. THE COLLATERAL AGENT

7.1 Collateral Agent’s Appointment as Attorney-in-Fact, etc.

(a) Each Grantor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, in accordance with the ABL Intercreditor Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary

or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Collateral Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following (provided that anything in this Section 7.1(a) to the contrary notwithstanding, the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing):

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property owned by such Grantor in its own name, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Administrative Agent's, the Collateral Agent's and the other Secured Parties' security interest in such Intellectual Property and the goodwill and intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.7 or 6.8, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Collateral Agent may reasonably deem appropriate; (7) subject to pre-existing rights and licenses, assign any Copyright, Patent or Trademark of such Grantor (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its

reasonable discretion determine; and (8) subject to pre-existing rights and licenses, generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option and such Grantor's reasonable expense, at any time, or from time to time, all acts and things which the Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's, the Collateral Agent's and the other Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Collateral Agent, at its option, but without any obligation so to do, may give such Grantor written notice of such failure to perform or comply and if such Grantor fails to perform or comply within five (5) Business Days of receiving such notice (or if the Collateral Agent reasonably determines that irreparable harm to the Collateral or to the security interest of the Collateral Agent hereunder could result prior to the end of such five-Business Day period), then the Collateral Agent may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Collateral Agent. To the extent permitted by law, the Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. None of the Administrative Agent, the Collateral Agent, any other Secured Party or any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent, the Collateral Agent and the other Secured Parties hereunder are solely to protect the Administrative Agent's, the Collateral Agent's and the other Secured Parties' interests in the Collateral and shall not impose any duty upon the Administrative Agent, the Collateral Agent or any other Secured Party to exercise any such powers. The Administrative Agent, the Collateral Agent and the other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or that of their directors, officers, employees or agents.

7.3 Execution of Financing Statements. Pursuant to any applicable law, each Grantor authorizes the Collateral Agent at any time and from time to time to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral (including fixture filings with respect to any Fixtures related to Material Real Property, if any, and amendments) without the signature of such Grantor in such form and in such offices as the

Collateral Agent reasonably determines appropriate to perfect the security interests of the Collateral Agent under this Agreement. Each Grantor authorizes the Collateral Agent to use the collateral description “all present and after-acquired personal property” or any similar phrase in any such financing statements. Each Grantor agrees to provide such information as the Collateral Agent may reasonably request necessary to enable the Collateral Agent to make any such filings promptly following any such request. Notwithstanding anything herein or in any other Loan Document to the contrary, the delivery of a Deposit Account Control Agreement or Securities Account Control Agreement, as applicable, shall not be required with respect to (i) any Excluded Accounts or (ii) any other Deposit Account or Securities Account that would not exceed \$10,000,000 for all such Deposit Accounts and Securities Accounts.

7.4 Authority of Collateral Agent. Each Grantor acknowledges that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as among the Administrative Agent, the Collateral Agent and the other Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Grantors, the Collateral Agent shall be conclusively presumed to be acting as agent for the Administrative Agent, the Collateral Agent and the other Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Collateral Agent or any Grantor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Grantor shall be addressed to such Grantor at its notice address set forth on Schedule 1 or at such other address pursuant to notice given in accordance with Section 10.2 of the Credit Agreement.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent, the Collateral Agent nor any other Secured Party shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, the Collateral Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent, the Collateral Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent, the Collateral Agent or such other Secured Party would otherwise have on any future occasion. The rights and remedies

herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification.

(a) Each Grantor agrees to pay, and to hold the Administrative Agent, the Collateral Agent and the other Secured Parties harmless from, any and all out-of-pocket liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(b) The agreements in this Section 8.4 shall survive repayment of the Secured Obligations and all other amounts payable under the Credit Agreement, the other Loan Documents, any Specified Hedge Agreement and any agreement in respect of any Cash Management Obligations or Additional Obligations.

8.5 Successors and Assigns. Subject to Section 8.15, this Agreement shall be binding upon the successors and permitted assigns of each Grantor and shall inure to the benefit of the Administrative Agent, the Collateral Agent and the other Secured Parties and their successors and permitted assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent except as permitted under the Credit Agreement.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes the Administrative Agent, the Collateral Agent and each other Secured Party at any time and from time to time while an Event of Default shall have occurred and be continuing, to the extent permitted by applicable law, upon any amount becoming due and payable by each Grantor (whether at the stated maturity, by acceleration or otherwise after the expiration of any applicable grace periods and whether or not the Administrative Agent, the Collateral Agent or any other Secured Party has made any demand therefor) to set-off and appropriate and apply against such amount (or any part thereof) any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent, the Collateral Agent or such other Secured Party to or for the credit or the account of such Grantor, provided that, if such Secured Party is a Lender, it complies with Section 10.7 of the Credit Agreement. Each of the Administrative Agent, the Collateral Agent and each other Secured Party shall notify such Grantor promptly of any such set-off made by it and the application made by it of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent, the Collateral Agent and each other Secured Party under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent, the Collateral Agent or such other Secured Party may have.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or

electronic (e.g., “pdf”) transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of the Grantors, the Administrative Agent, the Collateral Agent and the other Secured Parties with respect to the subject matter hereof and thereof.

8.11 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE PROVINCE OF ONTARIO WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

8.12 Submission To Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its Property in any legal action or proceeding relating to this Agreement and the other Loan Documents and any Letter of Credit to which it is a party to the exclusive general jurisdiction of the courts of the Province of Ontario (the “Ontario Courts”), and appellate courts from them; provided that nothing in this Agreement shall be deemed or operate to preclude (i) the Collateral Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Secured Obligations (in which case any party shall be entitled to assert any claim or defense, including any claim or defense that this Section 8.12 would otherwise require to be asserted in a legal action or proceeding in an Ontario Court), or to enforce a judgment or other court order in favor of the Administrative Agent or the Collateral Agent, (ii) any party from bringing any legal action or proceeding in any jurisdiction for the recognition and enforcement of any judgment and (iii) if all such Ontario Courts decline jurisdiction over any person, or decline jurisdiction over any subject matter of such action or proceeding, a legal action or proceeding may be brought with respect thereto in another court having jurisdiction;

(b) consents that any such action or proceeding may be brought in the Ontario Courts and appellate courts from either of them, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Collateral Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 8.12 any special, exemplary, punitive or consequential damages (provided that such waiver shall not limit the indemnification obligations of the Grantors to the extent such special, exemplary, punitive or consequential damages are included in any third party claim with respect to which the applicable Indemnitee is entitled to indemnification under Section 10.5 of the Credit Agreement).

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent, the Collateral Agent nor any other Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent, the Collateral Agent and the other Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Administrative Agent, the Collateral Agent and the Lenders or among the Grantors and the Administrative Agent, the Collateral Agent and the Lenders.

8.14 Additional Grantors. Each Restricted Subsidiary of the Borrower that is an entity incorporated, formed or created under the laws of Canada or any Canadian province and is designated by the Borrower pursuant to the Credit Agreement as an entity which no longer constitutes an Excluded Subsidiary shall become a party to this Agreement and shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Restricted Subsidiary of an Assumption Agreement in the form of Annex I hereto or such other form reasonably acceptable to the Collateral Agent and the Borrower.

8.15 Releases.

(a) Pursuant to Section 10.15 of the Credit Agreement or at such time as the Secured Obligations (other than Additional Obligations, Hedge Agreement Obligations, Cash Management Obligations and contingent or indemnification obligations not then due) shall have been paid in full, the Commitments shall have been terminated and no Letter of Credit (that is not cash collateralized or back-stopped to the reasonable satisfaction of the Issuing Lender or purchasing Lender, as applicable, in respect thereof) shall be outstanding, the Collateral shall be

automatically released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Collateral Agent shall promptly deliver to such Grantor any Collateral held by the Collateral Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) Pursuant to Section 10.15 of the Credit Agreement or if any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement (including by way of merger or amalgamation and including any assets transferred to a Subsidiary that is not a Loan Party, in each case, in a transaction permitted by the Credit Agreement), then the Lien granted under this Agreement on such Collateral shall be automatically released, and the Collateral Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable to evidence the release of the Liens created hereby on such Collateral, including, for the avoidance of doubt, notices of termination of the assignment and other related documents with respect to any Property for which an assignment has been made pursuant to any of the Loan Documents which is being sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement. A Grantor shall be automatically released from its obligations hereunder (i) in the event that all the Capital Stock of such Grantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement, (ii) upon the designation of such Grantor as an Unrestricted Subsidiary as permitted under the Credit Agreement or (iii) upon such Grantor becoming an Excluded Subsidiary or ceasing to be a Subsidiary, in each case in accordance with the terms of the Credit Agreement, and the Collateral Agent, at the request and sole expense of the Borrower, shall promptly execute and deliver to the Borrower all releases or other documents reasonably necessary or desirable to evidence the release of such obligations. All releases or other documents delivered by the Collateral Agent pursuant to this Section 8.15(b) shall be without recourse to, or warranty by, the Collateral Agent.

(c) Liens on Collateral created hereunder shall be released and obligations of Grantors hereunder shall terminate as set forth in Section 10.15 of the Credit Agreement.

8.16 WAIVER OF JURY TRIAL. EACH GRANTOR AND, BY ACCEPTANCE OF THE BENEFITS HEREOF, EACH OF THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT AND EACH OTHER SECURED PARTY, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY AND FOR ANY COUNTERCLAIM THEREIN.

8.17 Currency Indemnity. The Grantor Obligations of each Grantor due to the Collateral Agent or any other party in connection with this Agreement in any currency (the “Currency Due”) shall, notwithstanding any judgment in any other currency (the “Judgment Currency”) other than the Currency Due, be discharged only to the extent that on the Business Day following receipt by the Collateral Agent or such other party (as the case may be) of any sum

adjudged to be so due in the Judgment Currency such Collateral Agent or such other party (as the case may be) may in accordance with normal banking procedures purchase the Currency Due with the Judgment Currency; if the amount of Currency Due so purchased is less than the sum originally due to the Collateral Agent or such other party (as the case may be) in the Currency Due, such Grantor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Collateral Agent or such other party (as the case may be) against such loss, and if the amount of Currency Due so purchased exceeds the sum originally due to the Collateral Agent or such other party (as the case may be), the Collateral Agent or such other party (as the case may be), agrees to remit to such Grantor, such excess.

8.18 Acknowledgement. Each Grantor hereby acknowledges and agrees that,

(a) [Reserved];

(b) All references in the Credit Agreement and the ABL Intercreditor Agreement to “Account”, “Chattel Paper”, “Equipment”, “Goods”, “Instrument” or “Inventory” shall, with respect to such Grantor, include, mean and be a reference to such term as defined in the PPSA. All references in the Credit Agreement and the ABL Intercreditor Agreement to “General Intangibles” shall, with respect to such Grantor, include, mean and be a reference to “Intangibles” as defined in the PPSA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the undersigned has caused this Collateral Agreement to be duly executed and delivered as of the date first above written.

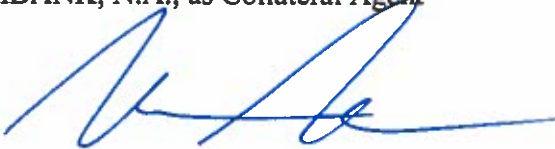
REVLON CANADA INC.
as Grantor

By: 
Name: Mitra Hormozi
Title: Director, Vice President and Secretary

ELIZABETH ARDEN (CANADA) LIMITED
as Grantor

By: 
Name: Mitra Hormozi
Title: Director and Vice President

CITIBANK, N.A., as Collateral Agent

By: 

Name: Michael V. Moore
Title: Vice President

NOTICE ADDRESSES

	<u>Name of Grantor</u>	<u>Mailing Address</u>
1	Elizabeth Arden (Canada) Limited	505 Apple Creek Blvd., Unit #2, Markham, Ontario, Canada L3R 5B1
2	Revlon Canada Inc.	1590 South Gateway Road Mississauga, Ontario L4W 0A8 Canada

INVESTMENT PROPERTY**Pledged Stock**

<u>Debtor/ Grantor</u>	<u>Issuer</u>	<u>Jurisdiction</u>	<u># of Shares Pledged</u>	<u>Total Shares Outstanding</u>	<u>% Pledged</u>	<u>Certificate No.</u>
None.						

Pledged Notes

<u>Debtor/Grantor</u>	<u>Issuer of Instrument</u>	<u>Principal Amount of Instrument</u>	<u>Maturity Date</u>
None.			

**LEGAL NAME, JURISDICTIONS OF ORGANIZATION AND OTHER PERFECTION
INFORMATION**

Corporate information and Relevant Jurisdictions

<u>Name of Grantor</u>	<u>Jurisdiction of Organization/ Formation</u>	<u>Organizational Identification Number</u>	<u>Filing Jurisdiction</u>	<u>Jurisdictions where business is carried on or Collateral is located</u>
Elizabeth Arden (Canada) Limited	Canada (Federal)	Corporation number 379403-2	Canada (Federal)	Ontario
Revlon Canada Inc.	Canada (Federal)	Corporation number 913770-0	Canada (Federal)	Ontario

Real Property

<u>Grantor</u>	<u>Addresses of Owned Material Real Property</u>	<u>Addresses of Leased Real Property</u>
Elizabeth Arden (Canada) Limited	None.	None.
Revlon Canada Inc.	None.	1590 South Gateway, Mississauga, Ontario L4W 0A8, Canada

Deposit/Securities Accounts

Deposit Accounts

<u>Grantor</u>	<u>Depository Institution</u>	<u>Account Number</u>
Elizabeth Arden (Canada) Limited	Bank of America	47176219
		47176201
Revlon Canada Inc.	TD Bank	0306715
		5293008
		7336909

Intellectual Property

Registered trade-marks and applications for trademark registrations:

<u>Grantor</u>	<u>Country</u>	<u>Trade-mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
None.						

Patents and patent applications:

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Patent No.</u>	<u>Application Date</u>	<u>Date of Grant</u>
None.					

Copyright registrations and applications for copyright registrations:

<u>Grantor</u>	<u>Country</u>	<u>Work</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>
None.					

Industrial designs/registered designs and applications for registered designs:

<u>Grantor</u>	<u>Country</u>	<u>Design</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Issue Date</u>
None.						

[Reserved]

Annex I to
Collateral Agreement

ASSUMPTION AGREEMENT, dated as of _____, 20__, made by _____ (the "Additional Grantor"), in favor of Citibank, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H:

WHEREAS, Revlon Consumer Products Corporation, a Delaware corporation (the "Borrower"), Revlon, Inc., a Delaware corporation ("Holdings"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders"), Citibank, N.A., as Collateral Agent and Administrative Agent and the banks have entered into that certain Term Credit Agreement, dated as of September 7, 2016 (as amended, waived, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, certain of the Borrower's Affiliates (other than the Additional Grantor) have entered into the Term Loan Collateral Agreement, dated as of March 22, 2018 (as amended, waived, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Collateral Agent for the benefit of itself and the other Secured Parties; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Collateral Agreement, hereby becomes a party to the Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex I hereto is hereby added to the information set forth in the Schedules to the Collateral Agreement. The Additional Grantor hereby represents and warrants, to the extent applicable and with respect to itself, that each of the representations and warranties contained in Section 4 of the Collateral Agreement is true and correct on and as of the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE PROVINCE OF ONTARIO WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR],

as Grantor

By: _____

Name:

Title:

Annex I to
Assumption Agreement

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

TAB J

THIS IS **EXHIBIT “ ”** REFERRED TO IN THE
AFFIDAVIT OF ROBERT M. CARUSO, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 19th DAY OF JUNE, 2022.

A handwritten signature in blue ink, appearing to read "Michael", is written above a horizontal line.

Commissioner for taking affidavits

Exhibit 3

Lien Priorities

Priority	Prepetition Shared Term Priority Collateral				Prepetition ABL Priority Collateral				OpCo Unencumbered ABL Priority Property				OpCo Unencumbered Term Priority Property				Prepetition BrandCo Collateral held by Debtor Intercompany DIP Loan Parties	Prepetition BrandCo Collateral held by Intercompany DIP Secured Parties	BrandCo Unencumbered Property
1st	A				C				C				A				A	A	A
2nd	B				D				D				B				B	F-1	F-1
3rd	E-1	E-2	E-3	E-4	G				G				E-1	E-2	E-3	E-4	F-1	H-1	F-2
4th	I-1	I-2	I-3	J	K				A				C				H-1	F-2	F-3
5th	C				A				B				D				F-2	H-2	-
6th	D				B				E-1	E-2	E-3	E-4	G				H-2	F-3	-
7th	G				E-1	E-2	E-3	E-4	-				-				F-3	H-3	-
8th	K				I-1	I-2	I-3	J	-				-				H-3	-	-

A	Term DIP Liens
B	Intercompany DIP Liens
C	LIFO ABL DIP Liens
D	SISO ABL DIP Liens
E-1	Term Collateral AP Liens securing Term B-1 Loans
E-2	Term Collateral AP Liens securing Term B-2 Loans
E-3	Term Collateral AP Liens securing Term B-3 Loans
E-4	Term Collateral AP Liens securing 2016 Term Loans
F-1	BrandCo Collateral AP Liens securing Term B-1 Loans
F-2	BrandCo Collateral AP Liens securing Term B-2 Loans
F-3	BrandCo Collateral AP Liens securing Term B-3 Loans
G	FILO ABL AP Liens

H-1	Prepetition BrandCo Liens on Prepetition BrandCo Collateral securing Term B-1 Loans
H-2	Prepetition BrandCo Liens on Prepetition BrandCo Collateral securing Term B-2 Loans
H-3	Prepetition BrandCo Liens on Prepetition BrandCo Collateral securing Term B-3 Loans
I-1	Prepetition BrandCo Liens on Prepetition Shared Collateral securing Term B-1 Loans
I-2	Prepetition BrandCo Liens on Prepetition Shared Collateral securing Term B-2 Loans
I-3	Prepetition BrandCo Liens on Prepetition Shared Collateral securing Term B-3 Loans
J	Prepetition 2016 Term Loan Liens
K	Prepetition ABL Liens securing Prepetition FILO ABL Obligations

TAB K

THIS IS **EXHIBIT** “ ” REFERRED TO IN THE
AFFIDAVIT OF ROBERT M. CARUSO, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 19th DAY OF JUNE, 2022.

A handwritten signature in blue ink, appearing to read "Michael", is written above a horizontal line.

Commissioner for taking affidavits

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

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 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.

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

CONSENT TO ACT AS INFORMATION OFFICER

KSV RESTRUCTURING INC. hereby consents to act as the information officer in the above noted proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and to the terms of the form of Supplemental Order (Foreign Main Proceeding) filed in respect of same.

[Signature Page Follows.]

Dated at Toronto, Ontario this 19th day of June, 2022

KSV RESTRUCTURING INC.

By:



Name: DAVID SIERADZKI

Title: MANAGING DIRECTOR

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

Court File No:

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

AFFIDAVIT OF ROBERT M. CARUSO

OSLER, HOSKIN & HARCOURT LLP

100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)

Tel: 416.862.4733

Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.5960

Email: mcalvaruso@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

TAB 7

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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 REVSALE INC., OPP PRODUCTS, INC., PPI TWO CORPORATION, RDN 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

Applicant

AFFIDAVIT OF MARLEIGH DICK

I, Marleigh Dick, of the City of Toronto, in the Province of Ontario, MAKE OATH AND

SAY:

1. I am an associate lawyer with the law firm of Osler, Hoskin & Harcourt LLP, counsel to Revlon, Inc., in its capacity as foreign representative of itself and 50 other debtors in possession that recently filed voluntary petitions for relief pursuant to Chapter 11 of the United States Bankruptcy Code (the “**Chapter 11 Debtors**”). As such, I have personal knowledge of the matters deposited to in this affidavit, except where indicated otherwise.

2. On June 15 and 16, 2022 (the “**Petition Date**”), the Chapter 11 Debtors filed voluntary petitions for relief (the “**Petitions**”) pursuant to Chapter 11 of the United States Bankruptcy Code with the United States Bankruptcy Court for the Southern District of New York (the “**U.S. Court**”). Uncertified copies of the Petitions are attached as follows:

- (a) Voluntary Petition of Revlon, Inc. as Exhibit “A”;
- (b) Voluntary Petition of Elizabeth Arden (UK) Ltd. as Exhibit “B”;
- (c) Voluntary Petition of OPP Products, Inc. as Exhibit “C”;
- (d) Voluntary Petition of Elizabeth Arden, Inc. as Exhibit “D”;
- (e) Voluntary Petition of SinfulColors Inc. as Exhibit “E”;
- (f) Voluntary Petition of BrandCo Halston 2020 LLC as Exhibit “F”;
- (g) Voluntary Petition of Revlon Government Sales, Inc. as Exhibit “G”;
- (h) Voluntary Petition of Roux Properties Jacksonville, LLC as Exhibit “H”;
- (i) Voluntary Petition of BrandCo CND 2020 LLC as Exhibit “I”;
- (j) Voluntary Petition of Elizabeth Arden (Canada) Limited as Exhibit “J”;

- (k) Voluntary Petition of DF Enterprises, Inc. as Exhibit “K”;
- (l) Voluntary Petition of Riros Group Inc. as Exhibit “L”;
- (m) Voluntary Petition of Elizabeth Arden NM, LLC as Exhibit “M”;
- (n) Voluntary Petition of Revlon International Corporation as Exhibit “N”;
- (o) Voluntary Petition of Beautyge I as Exhibit “O”;
- (p) Voluntary Petition of Revlon (Puerto Rico) Inc. as Exhibit “P”;
- (q) Voluntary Petition of Elizabeth Arden (Financing), Inc. as Exhibit “Q”;
- (r) Voluntary Petition of Roux Laboratories, Inc. as Exhibit “R”;
- (s) Voluntary Petition of RML, LLC as Exhibit “S”;
- (t) Voluntary Petition of BrandCo PS 2020 LLC as Exhibit “T”;
- (u) Voluntary Petition of Revlon Professional Holding Company LLC as Exhibit “U”;
- (v) Voluntary Petition of Almay, Inc. as Exhibit “V”;
- (w) Voluntary Petition of Realistic Roux Professional Products Inc. as Exhibit “W”;
- (x) Voluntary Petition of BrandCo Elizabeth Arden 2020 LLC as Exhibit “X”;
- (y) Voluntary Petition of Revlon Consumer Products Corporation as Exhibit “Y”;
- (z) Voluntary Petition of BrandCo Multicultural Group 2020 LLC as Exhibit “Z”;
- (aa) Voluntary Petition of BrandCo Giorgio Beverly Hills 2020 LLC as Exhibit “AA”;

- (bb) Voluntary Petition of BrandCo Mitchum 2020 LLC as Exhibit “BB”;
- (cc) Voluntary Petition of Charles Revson Inc. as Exhibit “CC”;
- (dd) Voluntary Petition of Elizabeth Arden Travel Retail, Inc. as Exhibit “DD”;
- (ee) Voluntary Petition of BrandCo Jean Nate 2020 LLC as Exhibit “EE”;
- (ff) Voluntary Petition of RDEN Management, Inc. as Exhibit “FF”;
- (gg) Voluntary Petition of FD Management, Inc. as Exhibit “GG”;
- (hh) Voluntary Petition of BrandCo Curve 2020 LLC as Exhibit “HH”;
- (ii) Voluntary Petition of BrandCo White Shoulders 2020 LLC as Exhibit “II”;
- (jj) Voluntary Petition of Art & Science, Ltd. as Exhibit “JJ”;
- (kk) Voluntary Petition of Riros Corporation as Exhibit “KK”;
- (ll) Voluntary Petition of Creative Nail Design, Inc. as Exhibit “LL”;
- (mm) Voluntary Petition of Beautyge U.S.A., Inc. as Exhibit “MM”;
- (nn) Voluntary Petition of Elizabeth Arden Investments, LLC as Exhibit “NN”;
- (oo) Voluntary Petition of BrandCo Almay 2020 LLC as Exhibit “OO”;
- (pp) Voluntary Petition of North America Revsale Inc. as Exhibit “PP”;
- (qq) Voluntary Petition of Revlon Development Corp. as Exhibit “QQ”;
- (rr) Voluntary Petition of Beautyge II, LLC as Exhibit “RR”;

- (ss) Voluntary Petition of BrandCo Charlie 2020 LLC as Exhibit “SS”;
- (tt) Voluntary Petition of PPI Two Corporation as Exhibit “TT”;
- (uu) Voluntary Petition of Beautyge Brands USA, Inc. as Exhibit “UU”;
- (vv) Voluntary Petition of Bari Cosmetics, Ltd. as Exhibit “VV”;
- (ww) Voluntary Petition of Revlon Canada Inc. as Exhibit “WW”;
- (xx) Voluntary Petition of Elizabeth Arden USC, LLC as Exhibit “XX”;
- (yy) Voluntary Petition of Cutex, Inc. as Exhibit “YY”.

3. The Chapter 11 Debtors filed various first day motions concurrently or shortly after the filing of the Petitions. The Applicant is seeking recognition for the orders made in some of these first day motions (the “**First Day Motions**”), copies of which are attached (including all schedules and exhibits except the proposed draft orders) as set out below:

- (a) *Debtors’ Motion for Entry of an Order (I) Authorizing Revlon, Inc. to act as Foreign Representative, and (II) Granting Related Relief* (the “**Foreign Representative Motion**”) as Exhibit “ZZ”;
- (b) *Debtors’ Motion for Entry of an Order (A) Directing Joint Administration of the Chapter 11 Cases and (B) Granting Related Relief* (the “**Joint Administration Motion**”) as Exhibit “AAA”;
- (c) *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, and (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the “**DIP Motion**”) as Exhibit “BBB”;
- (d) *Debtors’ Motion for Entry of Interim and Final Orders (A) Prohibiting Utility Providers from Altering, Refusing or Discontinuing Utility Services, (B) Determining Adequate Assurance of Payment for Future Utility Services, (C)*

*Establishing Procedures for Determining Adequate Assurance of Payment, and (D) Granting Related Relief (the “**Utilities Motion**”) as Exhibit “CCC”;*

- (e) *Debtors’ Motion for Entry of Interim and Final Orders Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with respect to Common Stock of Revlon, Inc. and Claims Against Debtors (the “**NOL Motion**”) as Exhibit “DDD”;*
- (f) *Debtors’ Motion for Entry of Interim and Final Orders (A) Authorizing the Payment of Certain Prepetition Taxes and Fees and (B) Granting Related Relief (the “**Taxes Motion**”) as Exhibit “EEE”;*
- (g) *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and reimbursable Expenses and (B) Continue Employee Benefit Programs, and (II) Granting Related Relief (the “**Wages Motion**”) as Exhibit “FFF”;*
- (h) *Debtors’ Motion for Entry of Interim and Final Orders (A) Authorizing the Debtors to Continue and Renew their Surety Bond Program and (B) Granting Related Relief (the “**Surety Bonds Motion**”) as Exhibit “GGG”;*
- (i) *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Prepetition Claims of (A) Lien Claimants, (B) Import Claimants, (C) 503(B)(9) Claimants; (D) Foreign Vendors, and (E) Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief (the “**Critical Vendors Motion**”) as Exhibit “HHH”;*
- (j) *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate their Cash Management System, (B) Honour Certain Prepetition Obligations Related thereto; (C) Maintain Existing Business Forms, and (D) Continue to Perform Intercompany Transactions; and (II) Granting Related Relief (the “**Cash Management Motion**”) as Exhibit “III”;*
- (k) *Debtors’ Motion for Entry of Interim and Final Orders (A) Authorizing the Debtors to Maintain and Administer their Existing Customer Programs and Honour Certain Prepetition Obligations Related Thereto and (B) Granting Related Relief (the “**Customer Programs Motion**”) as Exhibit “JJJ”;*
- (l) *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered Into Prepetition and Satisfy Prepetition Obligations Related thereto, (B) Renew, Supplement, Modify, or Purchase Insurance Coverage, (C) Continue to Pay Brokerage Fees, (D) Honour the Terms of the Prepetition Premium Financing Agreement and Pay Premiums Thereunder, and (E) Enter into New Premium Financing Agreements in the Ordinary Course of Business, and (II) Granting Related Relief (the “**Insurance Motion**”) as Exhibit “KKK”;*

- (m) *Debtors' Application for Entry of an Order (I) Authorizing and Approving the Appointment of Kroll Restructuring Administration LLC as Claims and Noticing Agent and (III) Granting Related Relief* (the "**Kroll Retention Motion**") as Exhibit "LLL".

4. Attached hereto as Exhibit "MMM" is a copy of the Order of the US Court, dated June 17, 2022, authorizing the Applicant to act as foreign representative on behalf of all the Chapter 11 Debtors (the "**Foreign Representative Order**"). Given the short period of time between the granting of the Foreign Representative Order and the filing of this application, it was not possible to file a certified copy of the Foreign Representative Order with this Court. Therefore, in the interests of time, this affidavit attaches an uncertified copy of the entered Foreign Representative Order.

5. Copies of the other Orders entered by the US Court on June 17, 2022 with respect to the First Day Motions are attached as follows:

- (a) *Order (A) Directing Joint Administration of the Chapter 11 Cases and (B) Granting Related Relief* (the "**Joint Administration Order**") as Exhibit "NNN";
- (b) *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, and (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the "**Interim DIP Order**") as Exhibit "OOO";
- (c) *Interim Order (A) Prohibiting Utility Providers from Altering, Refusing or Discontinuing Utility Services, (B) Determining Adequate Assurance of Payment for Future Utility Services, (C) Establishing Procedures for Determining Adequate Assurance of Payment, and (D) Granting Related Relief* (the "**Interim Utilities Order**") as Exhibit "PPP";
- (d) *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of Common Stock or Options, Declarations of Worthlessness with respect to Common Stock and Claims Against the Debtors* (the "**Interim NOL Order**") as Exhibit "QQQ";
- (e) *Interim Order (A) Authorizing the Payment of Certain Prepetition Taxes and Fees and (B) Granting Related Relief* (the "**Interim Taxes Order**") as Exhibit "RRR";

- (f) *Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and reimbursable Expenses and (B) Continue Employee Benefit Programs, and (II) Granting Related Relief* (the “**Interim Wages Order**”) as Exhibit “SSS”;
 - (g) *Interim Order (A) Authorizing the Debtors to Continue and Renew their Surety Bond Program and (B) Granting Related Relief* (the “**Interim Surety Bond Order**”) as Exhibit “TTT”;
 - (h) *Interim Order (I) Authorizing the Debtors to Pay Prepetition Claims of (A) Lien Claimants, (B) Import Claimants, (C) 503(B)(9) Claimants; (D) Foreign Vendors, and (E) Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* (the “**Interim Critical Vendor Order**”) as Exhibit “UUU”;
 - (i) *Interim Order (I) Authorizing the Debtors to (A) Continue to Operate their Cash Management System, (B) Honour Certain Prepetition Obligations Related thereto; (C) Maintain Existing Business Forms, and (D) Continue to Perform Intercompany Transactions; and (II) Granting Related Relief* (the “**Interim Cash Management Order**”) as Exhibit “VVV”;
 - (j) *Interim Order (A) Authorizing the Debtors to Maintain and Administer their Existing Customer Programs and Honour Certain Prepetition Obligations Related Thereto and (B) Granting Related Relief* (the “**Interim Customer Programs Order**”) as Exhibit “WWW”;
 - (k) *Interim Order (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered Into Prepetition and Satisfy Prepetition Obligations Related thereto, (B) Renew, Supplement, Modify, or Purchase Insurance Coverage, (C) Continue to Pay Brokerage Fees, (D) Honour the Terms of the Prepetition Premium Financing Agreement and Pay Premiums Thereunder, and (E) Enter into New Premium Financing Agreements in the Ordinary Course of Business, and (II) Granting Related Relief* (the “**Interim Insurance Order**”) as Exhibit “XXX”;
 - (l) *Order (I) Authorizing and Approving the Appointment of Kroll Restructuring Administration LLC as Claims and Noticing Agent and (III) Granting Related Relief* (the “**Kroll Retention Order**”) as Exhibit “YYY”.
6. I make this affidavit in support of the within application and for no other improper purpose.

SWORN BEFORE ME over
videoconference in accordance with the
*Administering Oath or Declaration Remotely
Regulation*, O. Reg 431/20, on June 20, 2022,
while I was located in the City of Toronto, in
the Province of Ontario, and the affiant was
located in the City of Toronto, in the Province
of Ontario.



Commissioner for Taking Affidavits
(or as may be)

MARLEIGH DICK

TAB A

THIS IS **EXHIBIT "A"** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE

THIS 20TH DAY OF JUNE, 2022.

C. Nonpara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of New York (State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name Revlon, Inc.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 13-3662955

4. Debtor's address Principal place of business One New York Plaza New York NY 10004

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State Zip Code

Location of principal assets, if different from principal place of business

New York County

Number Street

City State Zip Code

5. Debtor's website (URL) www.revlon.com

Debtor Revlon, Inc.
Name

Case Number (if known) _____

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor Reylon, Inc. Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No Yes. District _____ When MM/DD/YYYY Case number _____
If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes. Debtor See Rider 1 Relationship Affiliate
District Southern District of New York When 06/15/2022
List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
Number _____ Street _____
City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor Revlon, Inc. Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/ DD / YYYY

X /s/ Victoria Dolan Victoria Dolan
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

X /s/ Paul M. Basta, Esq. Date 06/15/2022
Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
Firm name

1285 Avenue of the Americas
Number Street

New York NY 10019
City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
Contact phone Email address

2568046 NY
Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

Official Form 201A (12/15)

Fill in this information to identify the case and this filing:	
Debtor Name Revlon, Inc.	
United States Bankruptcy Court for the:	Southern District of New York
	(State) New York
Case number (If known):	

Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11

1. If any of the debtor's securities are registered under Section 12 of the Securities Exchange Act of 1934, the SEC file number is 001-11178.

2. The following financial data is the latest available information and refers to the debtor's condition on April 30, 2022.

- a. Total assets \$2,328,093,000
- b. Total debts (including debts listed in 2.c., below) \$3,689,240,395
- c. Debt securities held by more than 500 holders

Approximate
number of
holders:

secured	<input type="checkbox"/> unsecured	<input checked="" type="checkbox"/> subordinated	<input type="checkbox"/> <u>6.25% Senior Notes due 2024</u>	<u>Unknown¹</u>
secured	<input type="checkbox"/> unsecured	<input type="checkbox"/> subordinated	<input type="checkbox"/> \$ _____	_____
secured	<input type="checkbox"/> unsecured	<input type="checkbox"/> subordinated	<input type="checkbox"/> \$ _____	_____
secured	<input type="checkbox"/> unsecured	<input type="checkbox"/> subordinated	<input type="checkbox"/> \$ _____	_____
secured	<input type="checkbox"/> unsecured	<input type="checkbox"/> subordinated	<input type="checkbox"/> \$ _____	_____

- d. Number of shares of preferred stock _____
- e. Number of shares common stock 54,254,019²

Comments, if any: _____

3. Brief description of debtor's business: The Debtor is a global leader in the beauty industry with a diverse portfolio of brands, including Revlon and Elizabeth Arden, spanning multiple beauty segments.

4. List the names of any person who directly or indirectly owns, controls, or holds, with power to vote, 5% or more of the voting securities of debtor:

MacAndrews & Forbes, Incorporated

¹ Revlon, Inc. does not and cannot know the precise number of beneficial holders of any debt securities that it or its subsidiaries have issued.

² The number of shares of common stock reflected herein is based upon the debtor's latest publicly filed quarterly report as of March 31, 2022.

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

In re:	)	)	Chapter 11
Revlon, Inc.	)	)	Case No. 22-_____ (___)
))	
Debtor.))	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
MACANDREWS & FORBES INCORPORATED	84.8% ¹

¹ MacAndrew & Forbes Incorporated and certain its affiliates (collectively, “M&F”) is the only greater than 10% percent holder of the Company’s Common Stock. The Company is providing M&F’s ownership information based on a Schedule 13D/A filed by M&F with the Securities and Exchange Commission on April 25, 2022 (the “Schedule 13D/A”). Of the 46,223,321 shares of Common Stock reported in M&F’s Schedule 13D/A, (i) 32,974,912 (or 71.3%) shares of Common Stock are owned by M&F or its wholly owned subsidiaries, (ii) 4,546,352 (or 9.8%) shares of Common Stock are owned by Perelman Trust Company, LLC (of which M&F holds 90% of the capital and 100% of the voting interests therein), (iii) 5,206,933 (or 11.3%) shares of Common Stock are owned by RCH Holdings Five Inc. and (iv) 3,495,124 (or 7.6%) shares of Common Stock are owned by 38 East Holdings LLC. M&F’s wholly-owned subsidiaries include the following: SGMS Acquisition Corp., SGMS Acquisition Two LLC, MAFCO Four LLC, MFV Holdings One LLC, DBX Holdings One LLC, NDX Holdings One LLC, MacAndrews & Forbes Group, LLC and MacAndrews & Forbes, LLC.

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name Revlon, Inc.	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders, Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (collectively, the “Secured Lenders”) party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation (“RCPC”), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. (“Citibank”), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the “Adequate Protection Obligations”), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB B

THIS IS **EXHIBIT “B”** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE

THIS 20TH DAY OF JUNE, 2022.

C. Nonpara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:
 Southern District of New York
(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Elizabeth Arden (UK) Ltd.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 98-0342936

4. Debtor's address	Principal place of business	Mailing address, if different from principal place of business
	<u>Greater London House, Hampstead Road</u> Number Street <u>London NW1 7QX</u> <u>United Kingdom</u> City State Zip Code	<u>One New York Plaza</u> Number Street P.O. Box <u>New York NY 10004</u> City State Zip Code
	Location of principal assets, if different from principal place of business Number Street City State Zip Code	

5. Debtor's website (URL) www.revlon.com and www.elizabetharden.com

Debtor Elizabeth Arden (UK) Ltd.
Name

Case Number (if known) _____

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor Elizabeth Arden (UK) Ltd. Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No Yes. District _____ When MM/DD/YYYY Case number _____
If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes. Debtor See Rider 1 Relationship Affiliate
District Southern District of New York When 06/15/2022
List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
Number _____ Street _____
City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor Elizabeth Arden (UK) Ltd. Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

x /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

x /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)	
	)	Chapter 11
Elizabeth Arden (UK) Ltd.	)	Case No. 22-_____ (___)
)	
Debtor.)	

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Elizabeth Arden (Netherlands) Holdings B.V.	c/o Unworth & Associates Herengracht 540, 1017 CG Amsterdam, The Netherlands	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:	)	)	Chapter 11
Elizabeth Arden (UK) Ltd.	)	)	Case No. 22-_____ (____)
))	
Debtor.))	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
ELIZABETH ARDEN, INC.	100%
ELIZABETH ARDEN INTERNATIONAL HOLDING, INC.	100%
ELIZABETH ARDEN (SWITZERLAND) HOLDING S.A.R.L.	100%
ELIZABETH ARDEN (NETHERLANDS) HOLDINGS B.V.	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name Elizabeth Arden (UK) Ltd.	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (collectively, the “Secured Lenders”) party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation (“RCPC”), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. (“Citibank”), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the “Adequate Protection Obligations”), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB C

THIS IS **EXHIBIT “C”** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE

THIS 20TH DAY OF JUNE, 2022.

C. Nonpara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern

District of

New York

(State)

Case number (if known):

Chapter

11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name OPP Products, Inc.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 27-4403060

4. Debtor's address

Principal place of business

One New York Plaza

Number Street

New York NY 10004
City State Zip Code

New York
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State Zip Code

Location of principal assets, if different from principal place of business

Number Street

City State Zip Code

5. Debtor's website (URL) www.revlon.com

Debtor OPP Products, Inc. Case Number (if known) _____
Name

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor OPP Products, Inc. Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No
 Yes. District _____ When MM/DD/YYYY Case number _____
 If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No
 Yes. Debtor See Rider 1 Relationship Affiliate
 District Southern District of New York When 06/15/2022
 List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____
Where is the property?
 Number _____ Street _____
 City _____ State _____ Zip Code _____
Is the property insured?
 No
 Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor OPP Products, Inc. Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

x /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

x /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

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

In re:)
) Chapter 11
OPP Products, Inc.)
) Case No. 22-_____(____)
)
Debtor.)

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Revlon Consumer Products Corporation	One New York Plaza New York, New York 10004	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:)	
	)	Chapter 11
OPP Products, Inc.)	
	)	Case No. 22-_____ (____)
)	
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name OPP Products, Inc.	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB D

THIS IS **EXHIBIT “D”** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nampara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:
 Southern District of New York
(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Elizabeth Arden, Inc.

2. All other names debtor used in the last 8 years Suave Shoe Corporation and French Fragrances, Inc.

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 59-0914138

4. Debtor's address

<p>Principal place of business</p> <p><u>880 Southwest 145th Avenue</u> <small>Number Street</small></p> <p><u>Suite #200</u></p> <p><u>Pembroke Pines FL 33027</u> <small>City State Zip Code</small></p> <p><u>Broward</u> <small>County</small></p>	<p>Mailing address, if different from principal place of business</p> <p><u>One New York Plaza</u> <small>Number Street</small></p> <p><u>P.O. Box</u></p> <p><u>New York NY 10004</u> <small>City State Zip Code</small></p> <p>Location of principal assets, if different from principal place of business</p> <p><u>Number Street</u></p> <p><u>City State Zip Code</u></p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

5. Debtor's website (URL) www.revlon.com and www.elizabetharden.com

Debtor Elizabeth Arden, Inc.
Name

Case Number (if known) _____

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above
-
- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
-
- C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor Elizabeth Arden, Inc. Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No
 Yes. District _____ When MM/DD/YYYY Case number _____
 If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No
 Yes. Debtor See Rider 1 Relationship Affiliate
 District Southern District of New York When 06/15/2022
 List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____
Where is the property?
 Number _____ Street _____
 City _____ State _____ Zip Code _____
Is the property insured?
 No
 Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor Elizabeth Arden, Inc. Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

x /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

x /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

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

In re:	)	)	Chapter 11
Elizabeth Arden, Inc.	)	)	Case No. 22-_____ (___)
))	
Debtor.))	

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Revlon Consumer Products Corporation	One New York Plaza New York, New York 10004	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:)	
	)	Chapter 11
Elizabeth Arden, Inc.)	
	)	Case No. 22-_____ (___)
)	
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name Elizabeth Arden, Inc.	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (collectively, the “Secured Lenders”) party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation (“RCPC”), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. (“Citibank”), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the “Adequate Protection Obligations”), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB E

THIS IS **EXHIBIT “E”** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nampora

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern

District of

New York

(State)

Case number (if known):

Chapter

11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name SinfulColors Inc.

2. All other names debtor used in the last 8 years Sinful Colors, Inc.

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 27-4403478

4. Debtor's address

Principal place of business

One New York Plaza

Number Street

New York NY 10004 City State Zip Code

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State Zip Code

Location of principal assets, if different from principal place of business

New York County

Number Street

City State Zip Code

5. Debtor's website (URL) www.revlon.com

Debtor SinfulColors Inc.
Name

Case Number (if known) _____

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above
-
- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
-
- C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor SinfulColors Inc. Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No Yes. District _____ When MM/DD/YYYY Case number _____
If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes. Debtor See Rider 1 Relationship Affiliate
District Southern District of New York When 06/15/2022
List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
Number _____ Street _____
City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor SinfulColors Inc. Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

x /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

x /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

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

In re:)
) Chapter 11
SinfulColors Inc.)
) Case No. 22-_____()
)
)
Debtor.)

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
OPP Products, Inc.	One New York Plaza New York, New York 10004	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:)	
	)	Chapter 11
SinfulColors Inc.	)	Case No. 22-_____ (____)
)	
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
OPP PRODUCTS, INC.	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name SinfulColors Inc.	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/ DD/YYYY

/s/ **Victoria Dolan**

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB F

THIS IS **EXHIBIT “F”** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nonpara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:
 Southern District of New York
(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name BrandCo Halston 2020 LLC

2. All other names debtor used in the last 8 years Unsub 7 2020, LLC

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 85-2539931

4. Debtor's address

<p>Principal place of business</p> <p><u>3411 Silverside Road</u> <small>Number Street</small></p> <p><u>Tatnall Building, #104</u></p> <p><u>Wilmington DE 19801</u> <small>City State Zip Code</small></p> <p><u>New Castle</u> <small>County</small></p>	<p>Mailing address, if different from principal place of business</p> <p><u>One New York Plaza</u> <small>Number Street</small></p> <p>P.O. Box</p> <p><u>New York NY 10004</u> <small>City State Zip Code</small></p> <p>Location of principal assets, if different from principal place of business</p> <p><u>Number Street</u></p> <p><u>City State Zip Code</u></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

5. Debtor's website (URL) www.revlon.com

Debtor BrandCo Halston 2020 LLC
Name

Case Number (if known) _____

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor BrandCo Halston 2020 LLC Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No Yes. District _____ When MM/DD/YYYY Case number _____
If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes. Debtor See Rider 1 Relationship Affiliate
District Southern District of New York When 06/15/2022
List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
Number _____ Street _____
City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor BrandCo Halston 2020 LLC Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

x /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

x /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)	
	)	Chapter 11
BrandCo Halston 2020 LLC	)	Case No. 22-_____ (___)
)	
Debtor.)	

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Beautyge I	One New York Plaza New York, New York 10004	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:	)	Chapter 11
BrandCo Halston 2020 LLC	)	Case No. 22-_____ (___)
)	
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
BEAUTYGE U.S.A., INC.	100%
ROUX LABORATORIES, INC.	100%
BEAUTYGE BRANDS USA, INC.	100%
BEAUTYGE I	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable			\$	1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable			\$	1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable			\$	1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable			\$	1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable			\$	1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable			\$	1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement			\$	1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable			\$	1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable			\$	1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable			\$	1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable			\$	1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable			\$	1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable			\$	968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable			\$	925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement			\$	900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable			\$	915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable			\$	912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable			\$	875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name BrandCo Halston 2020 LLC	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/ DD/YYYY

/s/ **Victoria Dolan**

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (collectively, the “Secured Lenders”) party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation (“RCPC”), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. (“Citibank”), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the “Adequate Protection Obligations”), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB G

THIS IS **EXHIBIT “G”** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nampara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern

District of

New York

(State)

Case number (if known):

Chapter

11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name Revlon Government Sales, Inc.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 13-2893624

4. Debtor's address

Principal place of business

One New York Plaza

Number Street

New York NY 10004
City State Zip Code

New York
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State Zip Code

Location of principal assets, if different from principal place of business

Number Street

City State Zip Code

5. Debtor's website (URL) www.revlon.com

Debtor Revlon Government Sales, Inc. Case Number (if known) _____
Name

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor Revlon Government Sales, Inc. Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No
 Yes. District _____ When MM/DD/YYYY Case number _____
 If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No
 Yes. Debtor See Rider 1 Relationship Affiliate
 District Southern District of New York When 06/15/2022
 List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
 Number _____ Street _____
 City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor Revlon Government Sales, Inc. Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

X /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

X /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)	
	)	Chapter 11
Revlon Government Sales, Inc.	)	Case No. 22-_____ (___)
)	
Debtor.)	

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Revlon Consumer Products Corporation	One New York Plaza New York, New York 10004	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:	)	)	Chapter 11
Revlon Government Sales, Inc.	)	)	Case No. 22-_____ (___)
Debtor.))	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%

Fill in this information to identify the case:
 Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name Revlon Government Sales, Inc.	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/DD/YYYY

/s/ **Victoria Dolan**

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (collectively, the “Secured Lenders”) party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation (“RCPC”), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. (“Citibank”), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the “Adequate Protection Obligations”), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB H

THIS IS **EXHIBIT "H"** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nwafara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:
 Southern District of New York
(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Roux Properties Jacksonville, LLC

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 46-3691132

4. Debtor's address	Principal place of business	Mailing address, if different from principal place of business
	<u>5344 Overmyer Drive</u> Number Street	<u>One New York Plaza</u> Number Street
	<u>Jacksonville FL 32254</u> City State Zip Code	<u>New York NY 10004</u> City State Zip Code
	Location of principal assets, if different from principal place of business	
	<u>Duval</u> County	<u>Number Street</u>
		<u>City State Zip Code</u>

5. Debtor's website (URL) www.revlon.com

Debtor Roux Properties Jacksonville, LLC Case Number (if known) _____
Name

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor Roux Properties Jacksonville, LLC Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No Yes. District _____ When _____ Case number _____
MM/DD/YYYY
If more than 2 cases, attach a separate list. District _____ When _____ Case number _____
MM/DD/YYYY

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes. Debtor See Rider 1 Relationship Affiliate
District Southern District of New York When 06/15/2022
List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
Number _____ Street _____
City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor Roux Properties Jacksonville, LLC Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

X /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

X /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
Roux Properties Jacksonville, LLC	)	Case No. 22-_____ (___)
Debtor.)	

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Roux Laboratories, Inc.	5344 Overmyer Drive Jacksonville, Florida 32254	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:	)	Chapter 11
Roux Properties Jacksonville, LLC	)	Case No. 22-_____ (___)
)	
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
BEAUTYGE U.S.A., INC.	100%
ROUX LABORATORIES, INC.	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name Roux Properties Jacksonville, LLC	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/ DD/YYYY

/s/ **Victoria Dolan**

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB I

THIS IS **EXHIBIT "T"** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nonpara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern

District of

New York

(State)

Case number (if known):

Chapter

11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name BrandCo CND 2020 LLC

2. All other names debtor used in the last 8 years Unsub 3 2020, LLC

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 85-2417509

4. Debtor's address Principal place of business Mailing address, if different from principal place of business

3411 Silverside Road Number Street

One New York Plaza Number Street

Tatnall Building, #104

P.O. Box

Wilmington DE 19801 City State Zip Code

New York NY 10004 City State Zip Code

Location of principal assets, if different from principal place of business

New Castle County

Number Street

City State Zip Code

5. Debtor's website (URL) www.revlon.com

Debtor BrandCo CND 2020 LLC
Name

Case Number (if known) _____

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor BrandCo CND 2020 LLC Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No Yes. District _____ When MM/DD/YYYY Case number _____
If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes. Debtor See Rider 1 Relationship Affiliate
District Southern District of New York When 06/15/2022
List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
Number _____ Street _____
City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor BrandCo CND 2020 LLC Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

X /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

X /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

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

_____))
In re:) Chapter 11
))
BrandCo CND 2020 LLC) Case No. 22-_____(____)
))
))
Debtor.))
_____)

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Beautyge I	One New York Plaza New York, New York 10004	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	)	Chapter 11
BrandCo CND 2020 LLC	)	)	Case No. 22-_____ (____)
Debtor.))	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
BEAUTYGE U.S.A., INC.	100%
ROUX LABORATORIES, INC.	100%
BEAUTYGE BRANDS USA, INC.	100%
BEAUTYGE I	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name BrandCo CND 2020 LLC	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (collectively, the “Secured Lenders”) party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation (“RCPC”), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. (“Citibank”), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the “Adequate Protection Obligations”), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB J

THIS IS **EXHIBIT “J”** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nonpara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern

District of

New York

(State)

Case number (if known):

Chapter

11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name Elizabeth Arden (Canada) Limited

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 98-0565605

4. Debtor's address

Principal place of business

Mailing address, if different from principal place of business

1590 South Gateway Road

Number Street

One New York Plaza

Number Street

Mississauga, Ontario L4W 0A8

P.O. Box

Canada

City State Zip Code

New York

City State Zip Code NY 10004

Location of principal assets, if different from principal place of business

County

Number Street

City State Zip Code

5. Debtor's website (URL) www.revlon.com and www.elizabetharden.com

Debtor Elizabeth Arden (Canada) Limited Case Number (if known) _____
Name

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor Elizabeth Arden (Canada) Limited Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No Yes. District _____ When MM/DD/YYYY Case number _____
If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes. Debtor See Rider 1 Relationship Affiliate
District Southern District of New York When 06/15/2022
List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
Number _____ Street _____
City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor Elizabeth Arden (Canada) Limited Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

x /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

x /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)	
	)	Chapter 11
Elizabeth Arden (Canada) Limited	)	Case No. 22-_____ (___)
)	
Debtor.)	

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Elizabeth Arden International Holding, Inc.	200 First Stamford Place Stamford, Connecticut 06902	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:	)	Chapter 11
Elizabeth Arden (Canada) Limited	)	Case No. 22-_____ (___)
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
ELIZABETH ARDEN, INC.	100%
ELIZABETH ARDEN INTERNATIONAL HOLDING, INC.	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name Elizabeth Arden (Canada) Limited	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB K

THIS IS **EXHIBIT “K”** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nonpara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:
 Southern District of New York
(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name DF Enterprises, Inc.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 51-0406399

4. Debtor's address

<p>Principal place of business</p> <p><u>200 First Stamford Place</u> <small>Number Street</small></p> <hr/> <p><u>Stamford</u> <u>CT</u> <u>06902</u> <small>City State Zip Code</small></p> <hr/> <p><u>Fairfield</u> <small>County</small></p>	<p>Mailing address, if different from principal place of business</p> <p><u>One New York Plaza</u> <small>Number Street</small></p> <hr/> <p>P.O. Box</p> <hr/> <p><u>New York</u> <u>NY</u> <u>10004</u> <small>City State Zip Code</small></p> <hr/> <p>Location of principal assets, if different from principal place of business</p> <p><u>Number</u> <u>Street</u></p> <hr/> <p><u>City</u> <u>State</u> <u>Zip Code</u></p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

5. Debtor's website (URL) www.revlon.com

Debtor DF Enterprises, Inc.
Name

Case Number (if known) _____

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor DF Enterprises, Inc. Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No
 Yes. District _____ When MM/DD/YYYY Case number _____
 If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No
 Yes. Debtor See Rider 1 Relationship Affiliate
 District Southern District of New York When 06/15/2022
 List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
 Number _____ Street _____
 City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor DF Enterprises, Inc. Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

x /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

x /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

)				
In re:	)		Chapter 11		
)				
DF Enterprises, Inc.	)	Case No. 22-	_____	()	
)				
Debtor.)				
)				

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Elizabeth Arden, Inc.	880 Southwest 145th Avenue, Suite #200 Pembroke Pines, Florida 33027	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:)	
	)	Chapter 11
DF Enterprises, Inc.	)	Case No. 22-_____ (____)
)	
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
ELIZABETH ARDEN, INC.	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name DF Enterprises, Inc.	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/ DD/YYYY

/s/ **Victoria Dolan**

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB L

THIS IS **EXHIBIT "L"** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nampara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern

District of

New York

(State)

Case number (if known):

Chapter

11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name Riros Group Inc.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 13-4034499

4. Debtor's address

Principal place of business

One New York Plaza

Number Street

New York NY 10004
City State Zip Code

New York
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State Zip Code

Location of principal assets, if different from principal place of business

Number Street

City State Zip Code

5. Debtor's website (URL) www.revlon.com

Debtor Riros Group Inc.
Name

Case Number (if known) _____

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above
-
- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
-
- C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor Riros Group Inc. Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No Yes. District _____ When _____ Case number _____
MM/DD/YYYY
If more than 2 cases, attach a separate list. District _____ When _____ Case number _____
MM/DD/YYYY

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes. Debtor See Rider 1 Relationship Affiliate
District Southern District of New York When 06/15/2022
List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
Number _____ Street _____
City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor Riros Group Inc. Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

X /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

X /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

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

In re:)	
	)	Chapter 11
Riros Group Inc.	)	Case No. 22-_____ (____)
)	
Debtor.)	

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Riros Corporation	One New York Plaza New York, New York 1001	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
Riros Group Inc.	)	Case No. 22-_____ (___)
)	
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
RIROS CORPORATION	100%

Fill in this information to identify the case:
 Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name Riros Group Inc.	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (collectively, the “Secured Lenders”) party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation (“RCPC”), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. (“Citibank”), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the “Adequate Protection Obligations”), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

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Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB M

THIS IS **EXHIBIT “M”** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nampara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern

District of

New York

(State)

Case number (if known):

Chapter

11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name Elizabeth Arden NM, LLC

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 46-3169592

4. Debtor's address

Principal place of business

Mailing address, if different from principal place of business

880 Southwest 145th Avenue

Number Street

One New York Plaza

Number Street

Suite #200

P.O. Box

Pembroke Pines

FL

33027

City

State

Zip Code

New York

NY

10004

City

State

Zip Code

Location of principal assets, if different from principal place of business

Broward

County

Number

Street

City

State

Zip Code

5. Debtor's website (URL) www.revlon.com and www.elizabetharden.com

Debtor Elizabeth Arden NM, LLC
Name

Case Number (if known) _____

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor Elizabeth Arden NM, LLC Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No Yes. District _____ When MM/DD/YYYY Case number _____
If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes. Debtor See Rider 1 Relationship Affiliate
District Southern District of New York When 06/15/2022
List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
Number _____ Street _____
City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor Elizabeth Arden NM, LLC Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

x /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

x /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

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

In re:)	
	)	Chapter 11
Elizabeth Arden NM, LLC	)	Case No. 22-_____ (____)
)	
Debtor.)	

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Elizabeth Arden, Inc.	880 Southwest 145th Avenue, Suite #200 Pembroke Pines, Florida 33027	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:	)	Chapter 11
Elizabeth Arden NM, LLC	)	Case No. 22-_____ (___)
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
ELIZABETH ARDEN, INC.	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name Elizabeth Arden NM, LLC	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202
Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

<p>06/15/2022 MM/DD/YYYY</p>	<p><input checked="" type="checkbox"/> /s/ Victoria Dolan</p> <hr/> <p>Signature of individual signing on behalf of debtor</p> <p>Victoria Dolan</p> <hr/> <p>Printed name</p> <p>Chief Financial Officer</p> <hr/> <p>Position or relationship to debtor</p>
-----------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB N

THIS IS **EXHIBIT "N"** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nonpara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:
 Southern District of New York
(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Revlon International Corporation

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 13-6157771

4. Debtor's address

Principal place of business

One New York Plaza
 Number Street

New York NY 10004
 City State Zip Code

New York
 County

Mailing address, if different from principal place of business

P.O. Box

City State Zip Code

Location of principal assets, if different from principal place of business

Number Street

City State Zip Code

5. Debtor's website (URL) www.revlon.com

Debtor Revlon International Corporation Case Number (if known) _____
Name

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor Revlon International Corporation Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No
 Yes. District _____ When MM/DD/YYYY Case number _____
 If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No
 Yes. Debtor See Rider 1 Relationship Affiliate
 District Southern District of New York When 06/15/2022
 List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
 Number _____ Street _____
 City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor Revlon International Corporation Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

x /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

x /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	)	Chapter 11
Revlon International Corporation	)	)	Case No. 22-_____ (___)
))	
Debtor.))	

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Revlon Consumer Products Corporation	One New York Plaza New York, New York 10004	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:	)	Chapter 11
Revlon International Corporation	)	Case No. 22-_____ (___)
)	
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

SHAREHOLDER	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name Revlon International Corporation	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/ DD/YYYY

/s/ **Victoria Dolan**

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (collectively, the “Secured Lenders”) party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation (“RCPC”), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. (“Citibank”), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the “Adequate Protection Obligations”), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB O

THIS IS **EXHIBIT “O”** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nonpara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern

District of

New York

(State)

Case number (if known):

Chapter

11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name Beautyge I

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 98-4074486

4. Debtor's address

Principal place of business

One New York Plaza

Number Street

New York

City

NY

State

10004

Zip Code

Mailing address, if different from principal place of business

Number Street

P.O. Box

City

State

Zip Code

Location of principal assets, if different from principal place of business

New York

County

Number Street

City

State

Zip Code

5. Debtor's website (URL) www.revlon.com

Debtor Beautyge I
Name

Case Number (if known) _____

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor Beautyge I Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No Yes. District _____ When _____ Case number _____
MM/DD/YYYY
If more than 2 cases, attach a separate list. District _____ When _____ Case number _____
MM/DD/YYYY

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes. Debtor See Rider 1 Relationship Affiliate
District Southern District of New York When 06/15/2022
List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
Number _____ Street _____
City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor Beautyge I Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

X /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

X /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
Beautyge I	)	Case No. 22-_____ (___)
)	
Debtor.)	

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Beautyge Brands USA, Inc.	9560 Towne Centre Drive San Diego, CA 92121	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:	)	Chapter 11
Beautyge I	)	Case No. 22-_____ (____)
)	
)	
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
BEAUTYGE U.S.A., INC.	100%
ROUX LABORATORIES, INC.	100%
BEAUTYGE BRANDS USA, INC.	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable			\$	1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable			\$	1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable			\$	1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable			\$	1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable			\$	1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable			\$	1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement			\$	1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable			\$	1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable			\$	1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable			\$	1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable			\$	1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable			\$	1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable			\$	968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable			\$	925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement			\$	900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable			\$	915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable			\$	912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable			\$	875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name	Beautyge I
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (collectively, the “Secured Lenders”) party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation (“RCPC”), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. (“Citibank”), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the “Adequate Protection Obligations”), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB P

THIS IS **EXHIBIT “P”** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nampara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern

District of

New York

(State)

Case number (if known):

Chapter

11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name Revlon (Puerto Rico) Inc.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 66-0242704

4. Debtor's address

Principal place of business

Mailing address, if different from principal place of business

McConnell Valdes

Number Street

One New York Plaza

Number Street

270 Munoz Rivera Avenue

P.O. Box

Hato Rey, Puerto Rico 00918

City State Zip Code

New York

City State Zip Code NY 10004

County

Location of principal assets, if different from principal place of business

Number Street

City State Zip Code

5. Debtor's website (URL) www.revlon.com

Debtor Reylon (Puerto Rico) Inc. Case Number (if known) _____
Name

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor Revlon (Puerto Rico) Inc. Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No
 Yes. District _____ When MM/DD/YYYY Case number _____
 If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No
 Yes. Debtor See Rider 1 Relationship Affiliate
 District Southern District of New York When 06/15/2022
 List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
 Number _____ Street _____
 City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor Revlon (Puerto Rico) Inc. Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

x /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

x /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

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

_____))
In re:) Chapter 11
))
Revlon (Puerto Rico) Inc.) Case No. 22-_____(____)
))
))
Debtor.)
_____)

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Revlon International Corporation	One New York Plaza New York, New York 10004	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:	)	)	Chapter 11
Revlon (Puerto Rico) Inc.	)	)	Case No. 22-_____ (___)
))	
Debtor.))	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
ELIZABETH ARDEN, INC.	100%
REVLON INTERNATIONAL CORPORATION	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name Revlon (Puerto Rico) Inc.	
United States Bankruptcy Court for the:	Southern District of New York
Case number (if known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/ DD/YYYY

/s/ **Victoria Dolan**

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (collectively, the “Secured Lenders”) party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation (“RCPC”), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. (“Citibank”), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the “Adequate Protection Obligations”), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB Q

THIS IS **EXHIBIT “Q”** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nampara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of New York
(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Elizabeth Arden (Financing), Inc.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 80-0048222

4. Debtor's address

<p>Principal place of business</p> <p><u>200 First Stamford Place</u> Number Street</p> <p><u>Stamford CT 06902</u> City State Zip Code</p> <p><u>Fairfield</u> County</p>	<p>Mailing address, if different from principal place of business</p> <p><u>One New York Plaza</u> Number Street</p> <p>P.O. Box</p> <p><u>New York NY 10004</u> City State Zip Code</p> <p>Location of principal assets, if different from principal place of business</p> <p><u>Number Street</u></p> <p><u>City State Zip Code</u></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

5. Debtor's website (URL) www.revlon.com and www.elizabetharden.com

Debtor Elizabeth Arden (Financing), Inc. Case Number (if known) _____
Name

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor Elizabeth Arden (Financing), Inc. Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No
 Yes. District _____ When MM/DD/YYYY Case number _____
 If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No
 Yes. Debtor See Rider 1 Relationship Affiliate
 District Southern District of New York When 06/15/2022
 List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
 Number _____ Street _____
 City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor Elizabeth Arden (Financing), Inc. Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

X /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

X /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

	)	)	Chapter 11
In re:))	
Elizabeth Arden (Financing), Inc.	)	)	Case No. 22-_____()
))	
Debtor.))	

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Elizabeth Arden, Inc.	880 Southwest 145th Avenue, Suite #200 Pembroke Pines, Florida 33027	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:	)	)	Chapter 11
Elizabeth Arden (Financing), Inc.	)	)	Case No. 22-_____ (___)
Debtor.))	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
ELIZABETH ARDEN, INC.	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name Elizabeth Arden (Financing), Inc.	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (collectively, the “Secured Lenders”) party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation (“RCPC”), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. (“Citibank”), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the “Adequate Protection Obligations”), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB R

THIS IS **EXHIBIT "R"** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nampara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern

District of

New York

(State)

Case number (if known):

Chapter

11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name Roux Laboratories, Inc.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 13-1537427

4. Debtor's address

Principal place of business

Mailing address, if different from principal place of business

5344 Overmyer Drive

One New York Plaza

Number Street

Number Street

P.O. Box

Jacksonville

FL

32254

City

State

Zip Code

New York

NY

10004

City

State

Zip Code

Location of principal assets, if different from principal place of business

Duval

County

Number

Street

City

State

Zip Code

5. Debtor's website (URL) www.revlon.com

Debtor Roux Laboratories, Inc. Case Number (if known) _____
Name

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor Roux Laboratories, Inc. Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No Yes. District _____ When _____ Case number _____
MM/DD/YYYY
If more than 2 cases, attach a separate list. District _____ When _____ Case number _____
MM/DD/YYYY

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes. Debtor See Rider 1 Relationship Affiliate
District Southern District of New York When 06/15/2022
List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
Number _____ Street _____
City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor Roux Laboratories, Inc. Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

X /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

X /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
Roux Laboratories, Inc.	)	Case No. 22-_____ (___)
)	
Debtor.)	

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Beautyge U.S.A., Inc.	5344 Overmyer Drive Jacksonville, Florida 32254	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:)	
	)	Chapter 11
Roux Laboratories, Inc.	)	Case No. 22-_____ (___)
)	
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
BEAUTYGE U.S.A., INC.	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pflingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable			\$	1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable			\$	1,478,924
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable			\$	1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable			\$	1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable			\$	1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable			\$	1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable			\$	1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable			\$	1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Talc Settlement			\$	1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable			\$	1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable			\$	1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable			\$	1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable			\$	1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable			\$	1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable			\$	968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable			\$	925,237

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Talc Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name Roux Laboratories, Inc.	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (collectively, the “Secured Lenders”) party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation (“RCPC”), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. (“Citibank”), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the “Adequate Protection Obligations”), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB S

THIS IS **EXHIBIT "S"** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nonpara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern

District of

New York

(State)

Case number (if known):

Chapter

11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name RML, LLC

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 13-4034499

4. Debtor's address

Principal place of business

Mailing address, if different from principal place of business

c/o Conyers, Dill & Pearman, Clarendon House

One New York Plaza

No. 2 Church Street

P.O. Box

Hamilton HM 11, Bermuda

New York

NY

10004

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

County

Number Street

City State Zip Code

5. Debtor's website (URL) www.revlon.com

Debtor RML, LLC
Name

Case Number (if known) _____

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor RML, LLC Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No Yes. District _____ When MM/DD/YYYY Case number _____
If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes. Debtor See Rider 1 Relationship Affiliate
District Southern District of New York When 06/15/2022
List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
Number _____ Street _____
City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor RML, LLC Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

x /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

x /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

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

In re:)	
	)	Chapter 11
RML, LLC)	
	)	Case No. 22-_____ (____)
)	
Debtor.)	

LIST OF EQUITY SECURITY HOLDERS¹

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Revlon International Corporation	One New York Plaza New York, New York 10004	100%

¹ This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

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

In re:	)	Chapter 11
RML, LLC	)	Case No. 22-_____ (___)
)	
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
ELIZABETH ARDEN, INC.	100%
REVLON INTERNATIONAL CORPORATION	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name	RML, LLC
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (collectively, the “Secured Lenders”) party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation (“RCPC”), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. (“Citibank”), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the “Adequate Protection Obligations”), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]

Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

TAB T

THIS IS **EXHIBIT "T"** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 20TH DAY OF JUNE, 2022.

C. Nonpara

A Commissioner for Taking Affidavits

Fill in this information to identify the case:

United States Bankruptcy Court for the:
 Southern District of New York
(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name BrandCo PS 2020 LLC

2. All other names debtor used in the last 8 years Unsub 11 2020, LLC

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 85-2649091

4. Debtor's address

<p>Principal place of business</p> <p><u>3411 Silverside Road</u> <small>Number Street</small></p> <p><u>Tatnall Building, #104</u></p> <p><u>Wilmington DE 19801</u> <small>City State Zip Code</small></p> <p><u>New Castle</u> <small>County</small></p>	<p>Mailing address, if different from principal place of business</p> <p><u>One New York Plaza</u> <small>Number Street</small></p> <p>P.O. Box</p> <p><u>New York NY 10004</u> <small>City State Zip Code</small></p> <p>Location of principal assets, if different from principal place of business</p> <p><u>Number Street</u></p> <p><u>City State Zip Code</u></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

5. Debtor's website (URL) www.revlon.com

Debtor BrandCo PS 2020 LLC
Name

Case Number (if known) _____

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

7. Describe debtor's business
- A. Check One:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3159 (Apparel Accessories and Other Apparel Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?
- Check One:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

Debtor BrandCo PS 2020 LLC Case Number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No
 Yes. District _____ When MM/DD/YYYY Case number _____
 If more than 2 cases, attach a separate list. District _____ When MM/DD/YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No
 Yes. Debtor See Rider 1 Relationship Affiliate
 District Southern District of New York When 06/15/2022
 List all cases, if more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
 Number _____ Street _____
 City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

Debtor BrandCo PS 2020 LLC Case Number (if known) _____
Name

14. Estimated number of creditors¹

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022
MM/DD/YYYY

x /s/ Victoria Dolan Victoria Dolan
 Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

x /s/ Paul M. Basta, Esq. Date 06/15/2022
 Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta
 Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 Firm name

1285 Avenue of the Americas
 Number Street

New York NY 10019
 City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com
 Contact phone Email address

2568046 NY
 Bar number State

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
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.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
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

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

In re:)	
	)	Chapter 11
BrandCo PS 2020 LLC	)	Case No. 22-_____ (___)
)	
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
BEAUTYGE U.S.A., INC.	100%
ROUX LABORATORIES, INC.	100%
BEAUTYGE BRANDS USA, INC.	100%
BEAUTYGE I	100%

Fill in this information to identify the case:

Debtor name: Revlon Inc., et al.
 United States Bankruptcy Court for the: Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 1,478,924

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,269

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name BrandCo PS 2020 LLC	
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022
MM/DD/YYYY

/s/ **Victoria Dolan**

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name
Chief Financial Officer

Position or relationship to debtor

**Omnibus Resolutions
of the
Revlon Group Companies
and their
Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the “Delaware Corporations”) is a Delaware corporation managed by a board of directors (collectively, the “Delaware Boards”); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the “New York Corporations”) is a New York corporation managed by a board of directors (collectively, the “New York Boards”); (iii) each of the entities listed on Exhibit C attached hereto (the “Beautyge SPVs”) is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC (“RPHC”) is a Delaware limited liability company managed by a board of managers (the “RPHC Board”); (v) RML, LLC (“RML”) is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. (“Art & Science”) is an Illinois corporation managed by a board of directors (the “Art & Science Board”); (vii) Creative Nail Design, Inc. (“Creative Nail”) is a California corporation managed by a board of directors (the “Creative Nail Board”); (viii) Elizabeth Arden, Inc. (“Elizabeth Arden”) is a Florida corporation managed by a board of directors (the “Elizabeth Arden Board”); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the “Elizabeth Arden LLCs”) is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC (“Roux Properties”) is a Florida limited liability company managed by a board of managers (the “Roux Properties Board”); (xi) Revlon (Puerto Rico) Inc. (“Revlon (Puerto Rico) Board”) is a Puerto Rico corporation managed by a board of directors (the “Revlon (Puerto Rico) Board”); (xii) Revlon Canada Inc. (“Revlon Canada”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Revlon Canada Board”); (xiii) Elizabeth Arden (Canada) Limited (“Elizabeth Arden Canada” and together with Revlon Canada, the “Canadian Companies”) is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the “Elizabeth Arden Canada Board” and, together with the Revlon Canada Board, the “Canadian Boards”); (xiv) Elizabeth Arden (UK) Ltd. (“Elizabeth Arden UK”) is a private limited company incorporated in England and Wales managed by a board of directors (the “Elizabeth Arden UK Board”); and (xv) Beautyge I (“Beautyge I”) is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the “Beautyge I Board”);

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the “Revlon Group Companies”;

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the “Boards”;

WHEREAS, as used herein with respect to action by any Board, the term “Official Capacity” means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the “Member” of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the “SPV LLC Agreements”)), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the “Beautyge Brand Board”), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the “Specified Resolutions”) require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV’s “Independent Manager” (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the “Independent Manager Consent”);

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, “without limitation”) the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company’s legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and Part IV of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”);

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies’ collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

NOW, THEREFORE, BE IT:

1. Bankruptcy Resolutions

a. Chapter 11 Filings

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition") and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an “Authorized Person”), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the “Ancillary Documents”), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons’ execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss,

Rifkind, Wharton & Garrison LLP (“Paul, Weiss”) to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC (“MoloLamken”) to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “Financial Advisor”) to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the “Consultant”) to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the “CRO Agreement”) among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the “Claims Agent”) to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the “DIP Financings”) on the terms and conditions of the proposed debtor in possession credit agreements (the “DIP Credit Agreements”), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the “DIP Lenders”), the administrative agents and collateral agents (in such capacities, the “DIP Agents” and each, individually, a “DIP Agent”), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof (collectively, with the DIP Credit Agreements, the “Credit and Security Documents”); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (collectively, the “Secured Lenders”) party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation (“RCPC”), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. (“Citibank”), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the “Adequate Protection Obligations”), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the “DIP Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person’s execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company’s obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Recognition Proceedings”) under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the “Foreign Representative”) on behalf of the Canadian Companies’ estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the “Canadian Ancillary Documents”), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative’s execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP (“Osler”) to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company’s rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable or

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

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Exhibit A
Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.

Exhibit B
New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.

Exhibit C
Beautyge SPVs

- Beautyge II, LLC
- 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 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

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

Court File No:

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

APPLICATION RECORD - VOLUME I

OSLER, HOSKIN & HARCOURT LLP

100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)

Tel: 416.862.4733

Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.5960

Email: mcalvaruso@osler.com

Fax: 416.862.6666

Lawyers for the Applicant