Court File No. CV-22-00682880-00CL

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

MOTION RECORD
(Recognition Order)

August 18, 2022

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(as at July 18, 2022)

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Applicant

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NOTICE OF MOTION
(Recognition Order)

The applicant, Revlon, Inc., will make a Motion to Justice Conway of the Commercial List on August 24, 2022 at 2:00 p.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

[ ] In writing under subrule 37.12.1(1);

[ ] In writing as an opposed motion under subrule 37.12.1(4);

[ ] In person;

[ ] By telephone conference;

[X] By video conference.

at the following location: Zoom link to be circulated.

THE MOTION IS FOR:

1. An Order, substantially in the form of the draft order included in the Motion Record, *inter alia*:

(a) recognizing and enforcing certain Second Day Orders (defined below) entered by the United States Bankruptcy Court for the Southern District of New York (the "**U.S. Court**");

(b) recognizing and enforcing the KERP Order (defined below) entered by the U.S. Court;

(c) recognizing and enforcing the Final DIP Order (defined below);

(d) amending the Supplemental Order (defined below) to reflect the Final DIP Order; and

(e) such further and other relief as counsel may request and this Honourable Court may grant.

THE GROUNDS FOR THE MOTION ARE:[1]

The Chapter 11 Proceedings and the Canadian Proceedings

2. On June 15 and 16, 2022 (the "**Petition Date**"), each of the Chapter 11 Debtors filed voluntary petitions for relief pursuant to Chapter 11 of the U.S. Bankruptcy Code with the U.S. Court (the "**Chapter 11 Cases**").

3. The Chapter 11 Debtors filed several first day motions (the "**First Day Motions**") with the U.S. Court on June 15 and 16, 2022.

4. The U.S. Court entered interim and/or final orders (the "**First Day Orders**") in respect of these First Day Motions on June 16 and 17, 2022, including the (a) Foreign Representative Order; (b) Joint Administration Order; (c) Interim DIP Order; (d) Interim Utilities Order; (e) Interim NOL Order; (f) Interim Taxes Order; (g) Interim Wages Order; (h) Interim Surety Bond Order; (i) Interim Vendor Order; (j) Interim Cash Management Order; (k) Interim Customer Programs Order; (l) Interim Insurance Order; and (m) Kroll Retention Order.

5. By Order dated June 20, 2022, the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "**Ontario Court**") recognized the Chapter 11 Cases as "foreign main proceedings" (the "**CCAA Recognition Proceedings**"), recognized the

[1] Capitalized terms used herein and not otherwise defined have the meaning given to them in the second affidavit of Robert M. Caruso, affirmed August 18, 2022.

appointment of the Foreign Representative, and granted related stays of proceeding in favour of the Chapter 11 Debtors (the "**Initial Recognition Order**").

6. Also by Order dated June 20, 2022, Justice Conway recognized 13 of the First Day Orders that were entered by the U.S. Court on June 16 and 17, 2022 (the "**Supplemental Order**"). The Supplemental Order also appointed KSV Restructuring Inc. as the Information Officer in respect of the CCAA Recognition Proceedings, granted charges in favour of the Term DIP Agent, the ABL DIP Agent, and the Intercompany DIP Lenders, and an Administration Charge in the amount of $1,500,000 in favour of Canadian counsel to the Chapter 11 Debtors, the Information Officer and counsel to the Information Officer.

Recognition of Second Day Orders is Appropriate

7. On July 22, 2022, the U.S. Court heard certain Second Day Motions that had been filed by the Chapter 11 Debtors and entered orders in respect of these Second Day Motions, including the following orders which the Foreign Representative seeks to have recognized by the Ontario Court (the "**Second Day Orders**"):

(a) *Final 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 "**Final Utilities Order**");

(b) *Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Claims Against the Debtors* (the "**Final NOL Order**");

(c) *Final Order (A) Authorizing the Payment of Certain Prepetition Taxes and Fees and (B) Granting Related Relief* (the "**Final Taxes Order**");

(d) *Final 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 "**Final Wages Order**");

(e) *Final Order (A) Authorizing the Debtors to Continue and Renew their Surety Bond Program and (B) Granting Related Relief* (the "**Final Surety Bond Order**");

(f) *Final Order (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 "**Final Vendors Order**");

(g) *Final 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 "**Final Cash Management Order**");

(h) *Final 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 "**Final Customer Programs Order**");

(i) *Final 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 "**Final Insurance Order**");

(j) *Order (I) Authorizing the Retention and Payment, Effective As Of The Petition Date, Of Professionals Utilized By The Debtors In The Ordinary Course Of Business And (II) Granting Certain Related Relief* (the "**OCP Order**"); and

(k) *Order Authorizing Employment and Retention Of Kroll Restructuring Administration LLC as Administrative Advisor Nunc Pro Tunc To The Petition Date* (the "**Kroll Retention Order**").

8. Also on July 22, 2022, the U.S. Court heard a motion (the "**KERP Motion**") seeking an Order (the "**KERP Order**") approving the Chapter 11 Debtors' key employee retention plan ("**Revlon Retention Plan**"). The Revlon Retention Plan is necessary for the Chapter 11 Debtors to maintain stability in their operations and maintain enterprise value and is consistent with retention plans in similarly sized Chapter 11 cases. The Revlon Retention Plan provides for

payments of $15,375.000 to non-insider employees (the "**Participants**"), including to two employees residing in Canada. The departure of any of the Participants during the Chapter 11 Cases would likely result in disruption to the ongoing operations, thereby interfering with the Chapter 11 Debtors' restructuring process. As a result, the Chapter 11 Debtors brought the KERP Motion on the basis that implementation of the Revlon Retention Plan is necessary and appropriate and in the best interests of the Chapter 11 Debtors and their stakeholders.

9. Recognition of the Second Day Orders by this Court is necessary for the protection of the Chapter 11 Debtors' property, the efficient administration of the Chapter 11 Cases and the interests of their creditors.

Recognition of the Final DIP Order is Appropriate

10. Pursuant to the Interim DIP Order, recognized by the Ontario Court in the CCAA Recognition Proceedings, the Chapter 11 Debtors obtained authority, on an interim basis, to enter into: (i) a senior secured post-petition asset-based revolving credit facility in the aggregate principal amount of $400 million (the "**ABL DIP Facility**"); (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**"); and (iii) a superpriority junior secured debtor-in-possession intercompany credit facility provided for in the Interim DIP Order (the "**Intercompany DIP Facility**").

11. Revlon Canada and Elizabeth Arden Canada were required to 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, as recognized in the Supplemental Order of this Court.

12. The amounts actually borrowed by the Chapter 11 Debtors under the Term DIP Facility, ABL DIP Facility and Intercompany DIP Facility are 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**").

13. On August 2, 2022, the U.S. Court entered the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (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, and (V) Granting Related Relief* (the "**Final DIP Order**").

14. The Final DIP Order contains several amendments from the Interim DIP Order to address, among other things, certain objections raised by the Official Committee of Unsecured Creditors (the "**UCC**") and other stakeholders.

15. Recognition of the Final DIP Order in Canada will permit continued operations and consistency in the Chapter 11 Proceedings, is necessary for the protection of the Chapter 11 Debtors' property and the interests of their creditors and is required pursuant to the terms of the DIP Facilities.

General

16. The CCAA, including Part IV and section 49 thereof;

17. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

(a) The Second Affidavit of Robert M. Caruso, affirmed August 18, 2022;

(b) The Third Affidavit of Marleigh Dick, affirmed August 17, 2022;

(c) The First Report of the Information Officer, to be filed; and

(d) Such further and other evidence as counsel may advise and this Honourable Court may permit.

August 18, 2022

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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 MOTION

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TAB 2

Court File No. CV-22-00682880-00CL

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

SECOND AFFIDAVIT OF ROBERT M. CARUSO

(Affirmed August 18, 2022)

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 and Canada.

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 U.S. Bankruptcy Code (the "**Chapter 11 Debtors**" and, together with their non-debtor affiliates, "**Revlon**" or the "**Company**") to provide the Chapter 11 Debtors with a chief restructuring officer ("**CRO**") and certain additional personnel.

3. As the leader of this engagement and designated CRO, 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 Revlon, Inc.'s motion, in its capacity as foreign representative (in such capacity, the "**Foreign Representative**") of the Chapter 11 Debtors, for an order, *inter alia*:

(a) recognizing and enforcing certain Second Day Orders (defined below) entered by the United States Bankruptcy Court for the Southern District of New York (the "**U.S. Court**");

(b) recognizing and enforcing the KERP Order (defined below) entered by the U.S. Court;

(c) recognizing and enforcing the Final DIP Order (defined below);

(d) amending the Supplemental Order (defined below) to reflect the Final DIP Order; and

(e) such further and other relief as counsel may request and this Honourable Court may grant.

5. I previously swore an affidavit (affirmed June 19, 2022) in support of the Foreign Representative's application for the Initial Recognition Order (as defined below). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in my first affidavit (the "**Initial Affidavit**"). A copy of the Initial Affidavit, without exhibits, is attached as **Exhibit "A"**.

A. Background

6. 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 U.S. Bankruptcy Code with the U.S. Court (the "**Chapter 11 Cases**").

7. The Chapter 11 Debtors filed several first day motions (the "**First Day Motions**") with the U.S. Court on June 15 and 16, 2022.

8. The U.S. Court entered interim and/or final orders (the "**First Day Orders**") in respect of these First Day Motions on June 16 and 17, 2022, including the following:

(a) Foreign Representative Order;

(b) Joint Administration Order;

(c) Interim DIP Order;

(d) Interim Utilities Order;

(e) Interim NOL Order;

(f) Interim Taxes Order;

(g) Interim Wages Order;

(h) Interim Surety Bond Order;

(i) Interim Vendor Order;

(j) Interim Cash Management Order;

(k) Interim Customer Programs Order;

(l) Interim Insurance Order; and

(m) Kroll Retention Order.

9. By Order dated June 20, 2022, the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "**Ontario Court**") recognized the Chapter 11 Cases as "foreign main proceedings" (the "**CCAA Recognition Proceedings**"), recognized the appointment of the Foreign Representative, and granted related stays of proceeding in favour of the Chapter 11 Debtors (the "**Initial Recognition Order**"). Attached as **Exhibit "B"** hereto is a copy of the Initial Recognition Order (without exhibits) and attached as **Exhibit "C"** hereto is a copy of Justice Conway's June 20, 2022 Endorsement.

10. Also by Order dated June 20, 2022, Justice Conway recognized 13 of the First Day Orders that were entered by the U.S. Court on June 16 and 17, 2022 (the "**Supplemental Order**").[1] The Supplemental Order also appointed KSV Restructuring Inc. as the Information Officer in respect of the CCAA Recognition Proceedings, granted charges in favour of the Term DIP Agent, the ABL DIP Agent, and the Intercompany DIP Lenders, and an Administration Charge in the amount of $1,500,000 in favour of Canadian counsel to the Chapter 11 Debtors, the Information Officer and counsel to the Information Officer. Attached as **Exhibit "D"** hereto is a copy of the Supplemental Order (without exhibits).

[1] The Supplemental Order recognized the following 13 First Day Orders: (a) Foreign Representative Order; (b) Joint Administration Order; (c) Interim DIP Order; (d) Interim Utilities Order; (e) Interim NOL Order; (f) Interim Taxes Order; (g) Interim Wages Order; (h) Interim Surety Bond Order; (i) Interim Vendor Order; (j) Interim Cash Management Order; (k) Interim Customer Programs Order; (l); Interim Insurance Order; and (m) Kroll Retention Order.

B. Update on the Chapter 11 Proceedings

11. Since the Initial Affidavit was affirmed, the Chapter 11 Debtors continue to advance their restructuring objectives and continue to operate in the ordinary course as contemplated in the Chapter 11 Cases. Among other things:

(a) On June 24, 2022, the U.S. Trustee filed a Notice of Appointment of Official Committee of Unsecured Creditors, notifying parties in interest that the U.S. Trustee had appointed an Official Committee of Unsecured Creditors (the "**UCC**"). The UCC is currently comprised of the following members: (1) U.S. Bank Trust Company, National Association; (2) Pension Benefit Guaranty Corporation; (3) Orlandi, Inc.; (4) Quotient Technology, Inc.; (5) Stanley B. Dessen; (6) Eric Bilijetina, Independent Executor of the Estate of Jolynne Bilijetina; and (7) Catherin Poulton. The UCC has retained Brown Rudnick LLP as its legal counsel, Province, LLC as its financial advisor, and Houlihan Lokey Capital, Inc. as its investment banker. The first portion of the required meeting of creditors under section 341 of the U.S. Bankruptcy Code was held on July 19, 2022 at 1 p.m. (prevailing Eastern Time) via dial-in, and the remainder has been adjourned to August 22, 2022 at 3 p.m. The Chapter 11 Debtors have also been engaged in a formal discovery process with the UCC and others.

(b) Funds were released to the Chapter 11 Debtors in accordance with the terms of the Interim DIP Order promptly upon the entering of such order. Since the entering into of the DIP Facilities, the Chapter 11 Debtors have monitored their cash flow in relation to the budgeting procedures established under the DIP Facilities and

reported to the DIP Agents regarding same. The Chapter 11 Debtors have been actively engaged with their DIP lenders, the UCC, and others.

(c) The Company's management team is in regular dialogue with employees, customers, suppliers, vendors and other key partners to ensure that Revlon's operations are continuing in the ordinary course of business.

(d) The Chapter 11 Debtors reached consensual resolutions on certain First Day Motions, allowing them to file Certificates of No Objection in advance of their Second Day Hearing before the U.S. Court on July 22, 2022.

(e) The Chapter 11 Debtors have implemented a global communication strategy to address inbound inquiries from current and former employees. There is a toll-free hotline that addresses pension-specific inquiries, and the Chapter 11 Debtors have been returning calls daily. There is also a data room which circulates communications and diligence materials to relevant parties.

(f) As described in the First Day Declaration, the Company has implemented numerous corporate governance changes in connection with the Chapter 11 Cases. The Company's management team and advisors are keeping the Chapter 11 Debtors' advisory committee, including the independent directors, apprised of all developments.

(g) In Canada, customers, suppliers, and employees have been generally supportive of the Chapter 11 Cases. The Company's management team has been in constant communication with these key stakeholders. With regards to vendors supporting

Canadian operations, some are extending credit to the Chapter 11 Debtors, and others are operating on a cash-on-delivery basis. Both Revlon Canada and Elizabeth Arden Canada have been cash-flow positive since the Chapter 11 proceedings commenced, through to and including August 5, 2022. The Canadian operations continue to be funded through the U.S., as described in the Initial Affidavit. Management has also established a line of communication with the Information Officer, including reporting monthly financial results of the Canadian operations to the Information Officer so that it can monitor the performance of the Canadian operations as part of its mandate.

(h) Other than as described in further detail below, the U.S. Court has granted certain other relief which is not germane to these CCAA Recognition Proceedings.

C. The Second Day Motions

12. On July 22, 2022, the U.S. Court heard certain Second Day Motions that had been filed by the Chapter 11 Debtors and entered orders in respect of these Second Day Motions, including the following orders which the Foreign Representative seeks to have recognized by the Ontario Court (the "**Second Day Orders**"):

(a) *Final 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 "**Final 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. The Final Utilities Order, among other things, (i) prohibits Utility Providers (as defined in the Utilities Motion) from altering, refusing or discontinuing services; and (ii) provides Utility Providers with adequate assurance of payment within the meaning of section 366 of the U.S. Bankruptcy Code. Pursuant to the Final Utilities Order, (x) certain entities were found not to be Utility Providers and therefore not bound by the Final Utilities Order; and (y) the Objecting Utilities (as defined in the Final Utilities Order) were held not to be bound by the terms of the Final Utilities Order;

(b) *Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Claims Against the Debtors* (the "**Final NOL Order**"): The Final NOL Order (i) approves the Procedures (as defined in the NOL Motion) set forth in Exhibit 1 to the Order; (ii) provides that any transfer of Beneficial Ownership of Common Stock and/or Options, or grant or foreclosure of a Lien (each as defined in the Procedures) on Common Stock and/or Options or declaration of worthlessness with respect to Beneficial Ownership of Common Stock, in violation of the Procedures in Exhibit 1, are null and void *ab initio* and that the person or Entity (as defined in the Final NOL Order) 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) requires any person or Entity making such declaration of worthlessness with respect to Beneficial Ownership of Common Stock in violation of the Procedures to file an

amended tax return revoking such declaration and any related deduction to appropriately reflect that such declaration is void *ab initio*;

(c) *Final Order (A) Authorizing the Payment of Certain Prepetition Taxes and Fees and (B) Granting Related Relief* (the "**Final Taxes Order**"): The Final Taxes Order authorizes the Chapter 11 Debtors to remit and pay certain accrued and outstanding prepetition Taxes and Fees (as defined in the Taxes Motion). This includes amounts owed to Canadian tax authorities. The Final Taxes Order provides for certain additional limitations, including that (i) the Chapter 11 Debtors may not make certain payments under the Tax Sharing Agreement (as defined in the Taxes Motion) in excess of $150,000 in the aggregate; and (ii) every Friday, the Chapter 11 Debtors must deliver to the UCC and Ad Hoc Group of BrandCo Lenders' advisors[2] a preliminary flash report of all payments of Taxes and Fees accrued prior to the Petition Date made in accordance with the Final Taxes Order;

(d) *Final 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 "**Final Wages Order**"): The Final Wages Order generally authorizes the Chapter 11 Debtors to (i) pay certain prepetition employee wages, salaries, other

[2] In or around October 2020, a group formed by certain lenders (together, the "**Ad Hoc Group of BrandCo Lenders**") under the BrandCo Credit Agreement (as defined in the Initial Affidavit), dated as of May 7, 2020, by and among Revlon Consumer Products Corporation, as borrower, Revlon, Inc. and Jefferies Finance LLC, as administrative and collateral agent, engaged Davis Polk & Wardwell LLP to represent it in connection with potential transactions with or any restructuring of the Chapter 11 Debtors. In or around April 2021, Kobre & Kim LLP entered into an engagement letter to represent the Ad Hoc Group of BrandCo Lenders as conflicts counsel. Goodmans LLP has been retained as Canadian counsel to the Ad Hoc Group of BrandCo Lenders.

compensation, and reimbursable employee 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 business. As noted in the Initial Affidavit, as of the Petition Date, 102 of the Chapter 11 Debtors' employees were resident in Canada. The Final Wages Order provides for certain limitations, including that (w) the Chapter 11 Debtors must notify counsel to the UCC and counsel to the Ad Hoc Group of BrandCo Lenders of any Modifications (as defined in the Final Wages Order) that have a cost in excess of $1,000,000 as soon as commercially reasonable after implementation of any such Modifications; (x) before making any initial payments in excess of the statutory caps to any former non-union employees on account of Non-Insider Severance Benefits (as defined in the Wages Motion) owed as of the Petition Date, the Debtors must provide eight days' advance notice to the UCC and counsel to the Ad Hoc Group of BrandCo Lenders; (y) absent further U.S. Court order or the consent of the UCC and the Ad Hoc Group of BrandCo Lenders, the Chapter 11 Debtors may not accelerate any payments on account of the benefits programs not otherwise due; and (z) every Friday, the Chapter 11 Debtors must deliver to the UCC's advisors and to counsel to the Ad Hoc Group of BrandCo Lenders a preliminary flash report of all payments of prepetition amounts to employee benefits programs-related service providers made in accordance with the Final Wages Order;

(e) *Final Order (A) Authorizing the Debtors to Continue and Renew their Surety Bond Program and (B) Granting Related Relief* (the "**Final Surety Bond Order**"): The Final Surety Bond Order authorizes the Chapter 11 Debtors to continue and renew

the Surety Bond Program (as defined in the Surety Bond Motion) in the ordinary course of their businesses. As described in the Initial Affidavit, as it applies to Revlon Canada specifically, Continental Casualty Company has issued two separate bonds to secure amounts owing to the Canada Border Services Agency and The Queen, as represented by the Minister of National Revenue, respectively. The Final Surety Bond Order provides for certain limitations, including that (i) the Chapter 11 Debtors are not permitted to make payments on prepetition obligations in excess of $15,000, (ii) the Chapter 11 Debtors must notify counsel to the UCC and counsel to the Ad Hoc Group of BrandCo Lenders if the Chapter 11 Debtors increase, decrease or terminate existing surety coverage, change surety carriers, enter into any new agreements in connection with the Surety Bond Program or obtain additional surety bonds; and (iii) every Friday, the Chapter 11 Debtors shall deliver to the UCC's advisors and to counsel to the Ad Hoc Group of BrandCo Lenders a preliminary flash report of all payments of prepetition amounts made in accordance with the Final Surety Bond Order;

(f) *Final Order (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 "**Final Vendors Order**"): As noted in the Initial Affidavit, a critical component of the Chapter 11 Debtors' supply chain involves business dealings with foreign vendors located across the globe, including in Canada. The Final Vendors Order authorizes, but does not direct, the Chapter 11 Debtors to pay the Vendor Obligations (as defined

in the Vendors Motion) in an aggregate amount not to exceed $79.4 million on a final basis. The Final Vendors Order authorizes the Chapter 11 Debtors to consider a vendor a Critical Vendor if the Chapter 11 Debtors determine that failure to pay such vendor's pre-Petition Date claims will have a material impact on the Chapter 11 Debtors' operations. The Final Vendors Order provides for certain limitations, including that (i) the Chapter 11 Debtors must consult with the Ad Hoc Group of BrandCo Lenders and the UCC as reasonably practicable; (ii) the Chapter 11 Debtors must not make any payments under this Final Vendors Order on account of any pre-Petition Date claims to any non-Chapter 11 Debtor affiliate or an affiliate of an insider, or on account of any pre-Petition Date claims for which either of these entities is a co-obligor, without providing five days' advance notice to the Ad Hoc Group of BrandCo Lenders and the UCC; and (iii) every Friday, the Chapter 11 Debtors must deliver to the Ad Hoc Group of BrandCo Lenders and the UCC's advisors trade agreements executed during the previous week and a preliminary flash report of all payments made under the Final Vendors Order. The Final Vendors Order also provides that all agreements with vendors to provide Customary Terms (as defined in the Vendors Motion) will terminate upon entry of an order converting the Chapter 11 Cases to cases under chapter 7 of the U.S. Bankruptcy Code, and that the Chapter 11 Debtors are authorized to settle or release any and all claims of the Chapter 11 Debtors' estates against the Vendor Claimants (as defined in the Vendors Motion) with the prior consent of the Ad Hoc Group of BrandCo Lenders and the UCC;

(g) *Final 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 "**Final Cash Management Order**"): The Final Cash Management Order authorizes the Chapter 11 Debtors to, among other things, (i) continue to operate their Cash Management System (as defined in the Cash Management Motion) and maintain their existing Bank Accounts and Investment Accounts (as defined in the Cash Management Motion); (ii) honour certain prepetition and postpetition obligations related thereto; and (iii) continue to perform Intercompany Transactions (as defined in the Cash Management Motion). As noted in the Initial Affidavit, Revlon Canada maintains five Canadian accounts and Elizabeth Arden Canada maintains two Canadian accounts which form part of the larger Cash Management System. The Final Cash Management Order provides that pursuant to a mutually agreed arrangement between the Chapter 11 Debtors and the U.S. Trustee, the Chapter 11 Debtors are in compliance with section 345(b) of the U.S. Bankruptcy Code. The Final Cash Management Order also provides that the Chapter 11 Debtors are required to put in place accounting procedures to identify and distinguish Intercompany Transactions and provide reasonable access to such records to the UCC, the Ad Hoc Group of BrandCo Lenders and the U.S. Trustee. Additionally, the Final Cash Management Order provides for a process for any transfer of cash by a Chapter 11 Debtor for the benefit of a non-Chapter 11 Debtor affiliate. Lastly, the Final Cash Management Order clarifies that nothing in the Final Order shall permit the Chapter 11 Debtors

to engage in transfers of the Chapter 11 Debtors' property outside of the ordinary course of business;

(h) *Final 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 "**Final Customer Programs Order**"): The Final Customer Programs 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. As noted in the Initial Affidavit, 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. In addition to the Customer Programs described in the Customer Programs Motion, the Chapter 11 Debtors' Customer Programs referenced in the Final Customer Programs Order include relationships with (i) certain merchandiser companies who, among other services, place, organize, remove, and restock the Chapter 11 Debtors' products on the shelves of their retailers, and (ii) Commission Junction, a company that manages a network of online publishers who drive e-commerce sales through offering various rewards to consumers (e.g., rebates, coupons, and discounts). The Final Customer Programs Order also provides for certain additional limitations, including that (x) Chapter 11 Debtors must not make payments on account of any pre-Petition Date claims to any non-Chapter 11 Debtor affiliate or an affiliate of an insider, or on account of any pre-Petition Date claims for which either of these entities is a co-obligor, without providing five days' advance notice to the Ad Hoc Group of

BrandCo Lenders and the UCC; and (y) every Friday, the Debtors shall deliver to the Ad Hoc Group of BrandCo Lenders and the UCC's advisors a preliminary flash report of all payments made under this Final Order. The Final Customer Programs Order also provides that the automatic stay pursuant to section 362 of the U.S. Bankruptcy Code is modified to permit the terms of the Payment Purchasing Agreement between American Express and the Chapter 11 Debtors to remain in full force and effect, and for American Express to, among other things, settle pre- and post-petition liabilities and claims and process payments in the ordinary course of business. American Express is also authorized to realize and effectuate all post-petition benefits under such Payment Purchasing Agreement;

(i) *Final 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 "**Final Insurance Order**"): The Final Insurance Order authorizes the Chapter 11 Debtors to, among other things, (i) continue insurance coverage entered into prepetition and satisfy prepetition obligations related thereto in the ordinary course of business; (ii) renew, amend, supplement, extend, or purchase insurance coverage in the ordinary course of business; (iii) continue to pay Brokerage Fees (as defined in the Insurance Motion); and (iv) honour the terms of the premium financing agreement and pay premiums thereunder, and enter into new premium financing agreements in the

ordinary course of their businesses, provided that the Chapter 11 Debtors provide the Ad Hoc Group of BrandCo Lenders and the UCC advance notice prior to proceeding with (ii) or (iv) above, as (iv) relates to entering into new financing agreements. The Final Insurance Order clarifies that the term "Insurance Policies" includes all insurance policies issued or providing coverage at any time to any of the Chapter 11 Debtors or their predecessors, whether expired, current or prospective, and any agreements and other documents related thereto, whether or not listed on Exhibit C to the Insurance Motion, and provides that, among other things, nothing in the Final Insurance Order alters or amends the terms and conditions of the Insurance Policies. The Final Insurance Order also includes a new provision in connection with the one-year extension of six of the Chapter 11 Debtors' Insurance Policies issued by Zurich American Insurance Company and the obligations of the Chapter 11 Debtors thereunder;

(j) *Order (I) Authorizing the Retention and Payment, Effective As Of The Petition Date, Of Professionals Utilized By The Debtors In The Ordinary Course Of Business And (II) Granting Certain Related Relief* (the "**OCP Order**"): The OCP Order authorizes the Chapter 11 Debtors to retain and pay certain professionals employed by the Chapter 11 Debtors in the ordinary course of their businesses, including in respect of Revlon Canada and Elizabeth Arden Canada, without the submission of separate retention applications and the issuance of separate retention orders for each individual professional; and

(k) *Order Authorizing Employment and Retention Of Kroll Restructuring Administration LLC as Administrative Advisor Nunc Pro Tunc To The Petition*

Date (the "**Kroll Retention Order**"): The Kroll Retention Order authorizes the Chapter 11 Debtors to, among other things, employ and retain Kroll Restructuring Administration LLC, as Administrative Advisor (as defined in the Kroll Retention Order) effective *nunc pro tunc* to the Petition Date in accordance with the terms and conditions set forth in the Engagement Agreement (as defined in the Kroll Retention Application), including in respect of the creditors of Revlon Canada and Elizabeth Arden Canada.

13. I am advised that copies of the above-noted Second Day Orders will be attached to the affidavit of Marleigh Dick affirmed August 17, 2022 (the "**Third Dick Affidavit**"), an associate lawyer with the law firm of Osler, Hoskin & Harcourt LLP, Canadian counsel to the Chapter 11 Debtors, and will be filed with the Ontario Court at or before the hearing of this motion.

14. Also on July 22, 2022, the U.S. Court heard a motion (the "**KERP Motion**") seeking an Order (the "**KERP Order**") approving the Chapter 11 Debtors' key employee retention plan ("**Revlon Retention Plan**"). The Revlon Retention Plan is necessary for the Chapter 11 Debtors to maintain stability in their operations and maintain enterprise value and is consistent with retention plans in similarly sized Chapter 11 cases. The Revlon Retention Plan provides for payments of $15,375,000 to non-insider employees (the "**Participants**"), including to two employees residing in Canada. The departure of any of the Participants during the Chapter 11 Cases would likely result in disruption to the ongoing operations, thereby interfering with the Chapter 11 Debtors' restructuring process. As a result, the Chapter 11 Debtors brought the KERP Motion on the basis that implementation of the Revlon Retention Plan is necessary and appropriate and in the best interests of the Chapter 11 Debtors and their stakeholders. A copy of the KERP

Order, which was entered by the U.S. Court on July 25, 2022, is also attached to the Third Dick Affidavit as **Exhibit "L"**.

D. Final DIP Order

15. As described above, on June 17, 2022, the U.S. Court entered the Interim DIP Order, and by Order dated June 20, 2022, this Court recognized 13 of the First Day Orders that were entered by the U.S. Court on June 16 and 17, 2022, including the Interim DIP Order.

16. Pursuant to the Interim DIP Order, the Chapter 11 Debtors obtained authority, on an interim basis, to enter into: (i) a senior secured post-petition asset-based revolving credit facility in the aggregate principal amount not to exceed $400 million (the "**ABL DIP Facility**"); (ii) a senior secured priming post-petition term loan credit facility in the aggregate principal amount of $575 million (of which $375 million was available to draw upon entry of the Interim DIP Order), with an incremental uncommitted facility in the amount of $450 million (the "**Term DIP Facility**"); and (iii) a superpriority junior secured debtor-in-possession intercompany credit facility provided for in the Interim DIP Order (the "**Intercompany DIP Facility**").

17. As described in the Initial Affidavit, Revlon Canada and Elizabeth Arden Canada each issued guarantees and granted security over substantially all of their respective assets in connection with the prepetition U.S. ABL Facility and BrandCo Facilities and were unable to repay the obligations due and owing under such facilities. Accordingly, Revlon Canada and Elizabeth Arden Canada were required to 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, as recognized in the Supplemental Order of this Court.

18. It is anticipated that Revlon will continue to be able to fund operations, as necessary, via normal course intercompany transfers to Revlon Canada and Elizabeth Arden Canada during these proceedings. 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.

19. The amounts actually borrowed by the Chapter 11 Debtors under the Term DIP Facility, ABL DIP Facility and Intercompany DIP Facility are 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 secured and unsecured claims, subject to the relative priority of liens as set forth in the Interim DIP Order on the Canadian Collateral, but are subordinate to the Administration Charge (the "**DIP Charges**").

20. In the weeks following the issuance of the Interim DIP Order, the UCC and the agent for the "first-in, last-out" tranche of the Prepetition ABL Credit Facility objected to certain terms in the proposed final DIP order. The Chapter 11 Debtors filed a response to these objections with the U.S. Court. No party disputed the Chapter 11 Debtors' need to obtain final approval of the DIP Facilities or to draw on the remaining $200 million in available commitments under the Term DIP Facility. There were also no objections to the fundamental economic terms of the DIP Facilities: the amount borrowed, the applicable interest rates, the fees charged, or the proposed maturity date. None of the objecting stakeholders argued that there were any viable alternatives to the DIP Facilities.

21. On July 28 and 29 and August 1, 2022, a hearing took place to address the objections to the final DIP order (the "**DIP Hearing**").

22. During the DIP Hearing, the following key objections remained:

(a) The DIP Collateral (as defined in the Final DIP Order) included the proceeds of certain estate causes of action against the DIP Lenders (as defined in the Final DIP Order);

(b) The various estate waivers (e.g., Section 506(c) waiver, Section 552(b) waiver, marshalling waiver) were not fair or reasonable;

(c) The Intercompany DIP Facility was unnecessary and neither fair nor reasonable;

(d) The Final DIP Order unfairly gave the Prepetition BrandCo Lenders (as defined in the Final DIP Order) a veto right over the Chapter 11 Debtors' plan of reorganization; and

(e) The proposed challenge period, investigation budget and milestones incorporated into the DIP Facilities were unreasonable and not in the best interests of the estates.

23. On August 2, 2022, the U.S. Court entered the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (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, and (V) Granting Related Relief* (the "**Final DIP Order**"), a copy of which is attached to the Third Dick Affidavit as **Exhibit "M"**.

24. The Final DIP Order contains several amendments from the Interim DIP Order to address, among other things, certain formal and informal objections raised by the UCC and other stakeholders, including providing that:[3]

(a) the milestones in the Term DIP Credit Agreement and the ABL DIP Credit Agreement are deemed to be: (i) August 2, 2022 (for the U.S. Court to have entered the Final DIP Order, as set forth in section 6.17(d) of the Term DIP Credit Agreement and section 6.20(d) of the ABL DIP Credit Agreement); (ii) November 15, 2022 (for the Chapter 11 Debtors to have entered into an Acceptable Restructuring Support Agreement, as set forth in section 6.17(e) of the Term DIP Credit Agreement and section 6.20(e) of the ABL DIP Credit Agreement); and (iii) December 14, 2022 (for the Chapter 11 Debtors to have filed an Acceptable Plan of Reorganization, together with a proposed Acceptable Disclosure Statement, as set forth in 6.17(f) of the Term DIP Credit Agreement and section 6.20(f) of the ABL DIP Credit Agreement), in each case unless otherwise agreed in writing by the Required DIP Lenders;

(b) any party in interest seeking to Challenge the Chapter 11 Debtors' stipulations in paragraph G of the Final DIP Order must file a Challenge (or a motion seeking standing to pursue a Challenge, if necessary) within 90 days of entry of the Final DIP Order, which deadline can be extended by either the U.S. Court order or consent from the applicable secured lenders;

[3] All capitalized terms used in this paragraph not otherwise defined shall have the meaning given to them in the Final DIP Order.

(c) the Investigation Budget shall be $350,000 and the Final DIP Order must not be deemed to limit, among other things, the ability of the UCC's professionals to seek approval from the U.S. Court to be paid from unencumbered assets, if any, for services rendered in connection with a Challenge, an Investigation or any other matter as to which the use of DIP Loans, DIP Collateral, Prepetition Collateral and the Carve-Out is limited by the Final DIP Order;

(d) the Final DIP Order does not prejudice, limit, impact or otherwise impair the ability of any party in interest to make arguments regarding, among other things, the value of any Chapter 11 Debtor, the appropriate allocation of that value, and the appropriate allocation of the burden of repaying the DIP Facilities; and

(e) the Final DIP Order does not impair the U.S. Court's authority to modify certain provisions of the Final DIP Order, to the extent they are premised upon, among other things, the validity or priority of a prepetition claim or lien, the validity of a prepetition agreement or the inclusion of any asset in any specific Chapter 11 Debtor's estate, and, among other things, such claim is disallowed, such lien is avoided, such prepetition agreement is invalidated or such asset is determined to be property of another Chapter 11 Debtor's estate.

25. The Foreign Representative is now seeking recognition of the Final DIP Order in Canada. The Foreign Representative is also seeking amendments to the Supplemental Order to reflect the terms of the Final DIP Order. Recognition of the Final DIP Order in Canada will permit continued operations and consistency in the Chapter 11 Proceedings, is necessary for the protection of the Chapter 11 Debtors' property and the interests of their creditors and is required pursuant to the

terms of the DIP Facilities. I understand that the Information Officer will be filing a Report in connection with the present motion with commentary on the reasonableness of the Final DIP Order as it relates to Revlon's Canadian operations.

AFFIRMED BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on August 18, 2022, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Harrison, in the State of Idaho.

MARLEIGH DICK
Commissioner for Taking Affidavits

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 18th DAY OF AUGUST, 2022.

Commissioner for taking affidavits

Court File No. CV-22-00682880-00CL

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:

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 Appy 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, 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*.

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	**$870,116,570**[2]

[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 Charges[3]

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)	LIFO ABL DIP Loans: ABR + 2.50% (with a 1.5% ABR floor) SISO ABL DIP Loans: 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 Restructuring**") 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 B

THIS IS **EXHIBIT "B"** REFERRED TO IN THE AFFIDAVIT OF ROBERT M. CARUSO, SWORN BEFORE ME OVER VIDEO CONFERENCE THIS 18th DAY OF AUGUST, 2022.

Commissioner for taking affidavits

Court File No.: CV-22-00682880-00CL

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 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

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 Marleigh Dick affirmed June 20, 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: 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

INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)

OSLER, HOSKIN & HARCOURT, LLP
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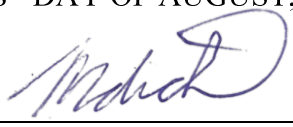
Lawyers for the Applicant

TAB C

THIS IS **EXHIBIT "C"** REFERRED TO IN THE AFFIDAVIT OF ROBERT M. CARUSO, SWORN BEFORE ME OVER VIDEO CONFERENCE THIS 18th DAY OF AUGUST, 2022.



Commissioner for taking affidavits

SUPERIOR COURT OF JUSTICE

COUNSEL SLIP

COURT FILE NO.: CV-00682880-00CL **DATE:** June 20, 2022

NO. ON LIST: 4

TITLE OF PROCEEDING: **IN THE MATTER OF REVLON**

BEFORE JUSTICE: **CONWAY, B**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Shawn Irving	Chapter 11 debtors	sirving@osler.com
Marc Wasserman	Chapter 11 debtors	mwasserman@osler.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Evan Cobb	MidCap Funding IV Trust	Evan.cobb@nortonrosefullbright.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
David Sieradzki	Proposed Information Officer	dsieradski@ksvadvisory.com
Kyle Kimpler	U.S counsel to the chapter 11 Debtors	kkimpler@paulweiss.com

CONWAY J. ENDORSEMENT:

All defined terms used in this Endorsement shall, unless otherwise defined, have the meanings ascribed to them in the Factum of the Applicant (the Foreign Representative) dated June 20, 2022.

The Foreign Representative seeks various orders under Part IV of the CCAA, namely recognition of the Chapter 11 Cases as foreign main proceedings, recognition of 13 First Day Orders, appointment of KSV Restructuring Inc. as Information Officer, granting of the DIP Charges and granting of the Administration Charge.

The Application is unopposed.

The background to the filing of the Chapter 11 Cases is detailed in the affidavit of Robert Caruso, Managing Director of Alvarez & Marsal North America, LLC, a restructuring advisor services firm retained by Revlon. He explains that the filing was initiated as a result of severe liquidity concerns faced by Revlon and a most recent default of the interest payment due under the BrandCo Facilities on June 8, 2022. The Chapter 11 Debtors filed petitions in the U.S. Court on June 15 and 16, 2022. The U.S. Court granted the First Day Orders, including an order authorizing Revlon, Inc. to act as Foreign Representative.

There are approximately 50 Chapter 11 Debtors. Two of those are Canadian companies, Revlon Canada Inc. and Elizabeth Arden (Canada) Limited (the "**Canadian Debtors**"). Their revenues make up 6.7% of Revlon's revenues. The evidence is that the operations of the Canadian Debtors are highly integrated with those of the Chapter 11 Debtors in the U.S. In particular, the Canadian Debtors are dependent on the Chapter 11 Debtors for the licensed brands and intellectual property; they rely on the purchaser power and supply relationships of the Chapter 11 Debtors in the U.S.; product for Canadian customers is processed and shipped from the U.S.; and cash management for the Canadian Debtors is integrated into the centralized system in the U.S.

I am satisfied that the Chapter 11 Proceeding is a foreign main proceeding under Part IV of the CCAA. It is a foreign proceeding, Revlon is a foreign representative in respect of that proceeding, and the centre of main interests (COMI) of the Canadian Debtors is in the U.S. given the complete integration of the Canadian operations with those in the U.S.

I am granting the Initial Recognition Order, which includes a stay of proceedings to provide the required "breathing space" for the Chapter 11 Debtors to address their production and other issues. In addition, there were two grievances scheduled to take place today with the union representing the 19 employees (out of 102) of the Canadian Debtors. I am advised by counsel that the union has agreed to adjourn the arbitration hearings in light of this CCAA proceeding.

I am granting the Supplemental Order, recognizing the 13 First Day Orders and appointing the Information Officer.

One of the First Day Orders is the Interim DIP Order with respect to the DIP Facilities, which include a roll-up of certain pre-petition debt. The DIP is to be guaranteed by the Canadian Debtors and secured by a the DIP Charges over their assets. The evidence before me is that the Canadian Debtors have already guaranteed much of the pre-petition debt and their assets are fully encumbered. I see no material prejudice to creditors of the Canadian Debtors in recognizing the Interim DIP Order and granting the DIP Charges.

The Administration Charge in favour of the Information Officer and professionals is satisfactory to me.

Counsel for the Foreign Representative advised that there is a hearing for second day orders on July 22, 2022. It may wish to have some of those orders recognized by this court. I directed counsel as to my availability in July and August. If the timing does not work, they may seek a date through the Commercial List office for a hearing before another Commercial List judge. I will resume case management of this matter thereafter.

I have signed the Initial Recognition Order and the Supplemental Order. They are attached to this endorsement. These orders are effective from today's date and are enforceable without the need for entry and filing.

TAB D

THIS IS **EXHIBIT "D"** REFERRED TO IN THE AFFIDAVIT OF ROBERT M. CARUSO, SWORN BEFORE ME OVER VIDEO CONFERENCE THIS 18th DAY OF AUGUST, 2022.

Commissioner for taking affidavits

Court File No.: CV-22-00682880-00CL

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 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

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 Marleigh Dick affirmed June 20, 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

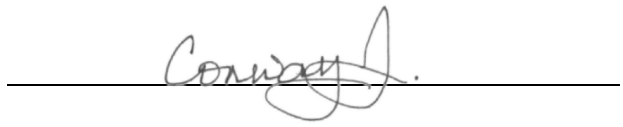
Debtors, the Foreign Representative and the Information Officer, as may be necessary or desirable to give effect to this Order, or to assist the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel and agents in carrying out the terms of this Order.

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.



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

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

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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

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Lawyers for the Applicant

TAB 3

Court File No. CV-22-00682880-00CL

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 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, Canadian counsel to Revlon, Inc., in its capacity as foreign representative (the "**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 deposed to in this affidavit, except where indicated otherwise.

2. I make this affidavit in support of the within motion by the Foreign Representative for an Order, among other things, recognizing and enforcing certain Second Day Orders (as defined below), granted by the United States Bankruptcy Court for the Southern District of New York (the "**U.S. Court**").

3. On July 22, 2022, the U.S. Court heard certain Second Day Motions that had been filed by the Chapter 11 Debtors and entered orders in respect of these Second Day Motions, including the following orders which the Foreign Representative seeks to have recognized by this Court (the "**Second Day Orders**"):

(a) *Final 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 "**Final Utilities Order**"), a copy of which is attached as Exhibit "A";

(b) *Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Claims Against the Debtors* (the "**Final NOL Order**"), a copy of which is attached as Exhibit "B";

(c) *Final Order (A) Authorizing the Payment of Certain Prepetition Taxes and Fees and (B) Granting Related Relief* (the "**Final Taxes Order**"), a copy of which is attached as Exhibit "C";

(d) *Final 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 "**Final Wages Order**"), a copy of which is attached as Exhibit "D";

(e) *Final Order (A) Authorizing the Debtors to Continue and Renew their Surety Bond Program and (B) Granting Related Relief* (the "**Final Surety Bond Order**"), a copy of which is attached as Exhibit "E";

(f) *Final Order (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 "**Final Vendors Order**"), a copy of which is attached as Exhibit "F";

(g) *Final 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 "**Final Cash Management Order**"), a copy of which is attached as Exhibit "G";

(h) *Final 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 "**Final Customer Programs Order**"), a copy of which is attached as Exhibit "H";

(i) *Final 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 "**Final Insurance Order**"), a copy of which is attached as Exhibit "I";

(j) *Order (I) Authorizing the Retention and Payment, Effective As Of The Petition Date, Of Professionals Utilized By The Debtors In The Ordinary Course Of Business And (II) Granting Certain Related Relief* (the "**OCP Order**"), a copy of which is attached as Exhibit "J"; and

(k) *Order Authorizing Employment and Retention Of Kroll Restructuring Administration LLC as Administrative Advisor Nunc Pro Tunc To The Petition Date* (the "**Kroll Retention Order**"), a copy of which is attached as Exhibit "K".

4. Also on July 22, 2022, the U.S. Court heard a motion (the "**KERP Motion**") seeking an Order (the "**KERP Order**") approving the Chapter 11 Debtors' key employee retention plan. A copy of the KERP Order, which was entered by the U.S. Court on July 25, 2022 and which the Foreign Representative seeks to have recognized by this Court, is attached as Exhibit "L".

5. On August 2, 2022, the U.S. Court entered the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (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, and (V) Granting Related Relief* (the "**Final DIP Order**"). A copy of the Final DIP Order, which the Foreign Representative seeks to have recognized by this Court, is attached as Exhibit "M".

AFFIRMED BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on August 17, 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.

Jayne Cooke

Commissioner for Taking Affidavits
(or as may be)

MARLEIGH DICK

TAB A

THIS IS **EXHIBIT "A"** REFERRED TO IN THE

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 17th DAY OF AUGUST, 2022.

Jayne Cooke

A Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

FINAL 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

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Final Order"), (a) prohibiting Utility Providers from altering, refusing, or discontinuing services; (b) determining adequate assurance of payment for future Utility Services; (c) establishing procedures for determining adequate assurance of payment for future Utility Services; (d) 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 pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and this Court having the power to 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

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

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

this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion ~~and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing")~~; **and a Certificate of No Objection having been filed**; 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 an objection to the Motion having been filed by American Electric Power, Public Service Electric and Gas Company, and TECO Peoples Gas System (collectively, the "Objecting Utilities") [Docket No. 131]; and the Objecting Utilities having withdrawn that objection [Docket No. 211]; and the Objecting Utilities and the Debtors having agreed to entry of this Final Order in resolution of the Objecting Utilities' objection; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT: **[DSJ 7/21/22]**

1. The Motion is granted on a final basis as set forth herein.

2. No later than three (3) business days after the date this Final Order is entered, the Debtors shall serve a copy of this Final Order on any Utility Provider identified prior to the entry of this Final Order.

3. The Debtors are authorized to cause the Adequate Assurance Deposit to be held in a segregated account during the pendency of these chapter 11 cases, and to the extent necessary, this Final Order authorizes the Debtors to open a new bank account for purposes of the Adequate Assurance Account.

4. The Adequate Assurance Deposit, together with the Debtors' ability to pay for future utility services in the ordinary course of their businesses subject to the Adequate Assurance

Procedures, shall constitute adequate assurance of future payment as required by section 366 of the Bankruptcy Code.

5. If an amount relating to Utility Services provided post-petition by a Utility Provider is unpaid, and remains unpaid beyond any applicable grace period under the applicable payment terms, such Utility Provider may request a disbursement from the Adequate Assurance Account by giving notice to: (a) the Debtors, Revlon, Inc., One New York Plaza, New York, NY 10004, Attn.: Andrew Kidd; (b) proposed counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019 (Attn.: Kyle J. Kimpler and Robert A. Britton); (c) the Office of the United States Trustee, Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn.: Brian Masumoto); (d) counsel the Official Committee of Unsecured Creditors, Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark and Bennett S. Silverberg); and (e) counsel to the Ad Hoc Group of BrandCo Lenders, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn: Eli J. Vonnegut and Stephanie P. Massman) (collectively, the "Notice Parties"). The Debtors shall honor such request within five business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without further order of the Court. To the extent a Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount disbursed.

6. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors on the earlier of (a) reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable non-bankruptcy law following

the Debtors' termination of Utility Services from such Utility Provider and (b) the effective date of any chapter 11 plan confirmed in these chapter 11 cases.

7. The following "Adequate Assurance Procedures" are hereby approved on a final basis:

a. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "Additional Assurance Request") on the Notice Parties. An Additional Assurance Request may be made at any time.

b. Any Additional Assurance Request must (i) be made in writing, (ii) identify the location for which Utility Services are provided, (iii) include information regarding any security deposits paid by the Debtors, (iv) provide evidence that the Debtors have a direct obligation to the Utility Provider, (v) explain the basis for the Request, including why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment, (vi) certify the amount that is equal to two weeks of the Utility Services provided by the Utility Company to the Debtors, calculated as a historical average over the 12-month period preceding the Petition Date, and (vii) certify that the Utility Company does not already hold a deposit equal to or greater than two weeks of Utility Services provided by such Utility Company.

c. Upon the Debtors' receipt of an Adequate Assurance Request, the Debtors shall have twenty-one (21) business days from the receipt of the Adequate Assurance Request (the "Resolution Period") to negotiate with the Utility Provider to resolve the Utility Provider's Adequate Assurance Request; provided, the Debtors and Utility Provider may extend the Resolution Period by mutual agreement.

d. Subject to the terms of any DIP Orders, the Debtors may, without further order of the Court, enter into agreements granting additional adequate assurance to a Utility Provider serving an Additional Assurance Request if the Debtors determine that the Additional Assurance Request is reasonable provided, however, that the Debtors shall maintain a summary record of such agreements and their respective terms, to be made available, on request, to the Notice Parties.

e. If the Debtors determine, in their sole discretion, that the Additional Assurance Request is not reasonable and the Debtors are unable to reach an alternative resolution with the Utility Provider, the Debtors, during or immediately after the Resolution Period, may request a hearing (a "Determination Hearing") before the Court to determine the adequacy of assurance of payment with respect to that Utility Provider pursuant to

section 366(c)(3) of the Bankruptcy Code. Pending resolution of such dispute at a Determination Hearing, the relevant Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of: (i) unpaid charges for pre-petition services; (ii) a pending Adequate Assurance Request; or (iii) any objections filed in response to the Proposed Adequate Assurance.

8. The Utility Providers are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures.

9. Unless and until a Utility Provider files or serves an Additional Assurance Request, the Utility Provider shall be (a) deemed to have received "satisfactory" adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (b) forbidden from (i) discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid pre-petition charges, the commencement of these chapter 11 cases, or any perceived inadequacy of the Proposed Adequate Assurance, or (ii) requiring additional assurance of payment other than the Proposed Adequate Assurance.

10. If the Debtors identify new or additional Utility Providers or discontinue services from existing Utility Providers, the Debtors are authorized to add or remove such parties from the Utility Providers List; provided, however, that the Debtors shall provide notice of any such addition or removal to the Notice Parties. To the extent that there is any dispute as to the postpetition amounts owed to a Utility Company, such Utility Company shall not be removed from the Utility Services List, and no funds shall be removed from the Adequate Assurance Deposit, until such dispute has been resolved.

11. For any Utility Provider that is subsequently added to the Utility Providers List, the Debtors shall serve such Utility Provider a copy of this Final Order, including the Adequate Assurance Procedures, and provide such Utility Provider two weeks' notice to object to the

inclusion of such Utility Provider on the Utility Providers List. The terms of this order and the Adequate Assurance Procedures shall apply to any subsequently identified Utility Provider.

12. Coastal Electric Company, Meritech Inc., and Giant Resource Recovery are found to not be Utility Providers, shall not be bound by the terms of this Final Order, and the portion of the Adequate Assurance Deposit attributable to Coastal Electric Company, Meritech Inc., and Giant Resource Recovery shall be returned to the Debtors.

13. The Objecting Utilities shall not be bound by the terms of this Final Order and the portion of the Adequate Assurance Deposit attributable to the Objecting Utilities shall be returned to the Debtors.

14. If the Debtors no longer require post-petition Utility Services on one or more accounts serviced by Waste Management Inc. of Florida and/or its affiliates ("WM") [3], prior to terminating or assigning any WM services being provided to the Debtors, the Debtors shall provide notice of such termination or assignment in writing, including by email to counsel of record for WM, Clark Hill PLC, 901 Main Street, Suite 6000, Dallas, Texas 75202, Attn: Andrew G. Edson (aedson@clarkhill.com) and to Waste Management, 800 Capitol, Suite 300, Houston , Texas 77002, Attn: Jacquolyn E. Hatfield-Mills (jmills@wm.com). The notice of termination or assignment shall include: (a) the date of termination or assignment, (b) the location at which services are being terminated or assigned as defined in the agreement or invoice between WM and the Debtors. If the Debtors fail to provide notice as provided for herein, the Debtors shall remain obligated for the costs and expenses of services provided by WM to such location until the date WM receives actual notice that WM's services at a particular location are terminated or

[3] The Debtors and WM agree that the Utility Providers List is hereby amended to replace the listing of Advanced Disposal Services with Waste Management Inc. of Florida and/or its affiliates.

assigned. WM reserves all rights to seek entitlement for any unpaid costs and expenses of services provided by WM to the Debtors as an administrative expense claim under section 503 of the Bankruptcy Code.

15. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due.

16. Notwithstanding anything to the contrary in this Final Order, nothing contained in the Motion or this Final Order, and no action taken pursuant to such relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor, under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law. The rights of all parties in interest are expressly reserved.

17. No payment may be made by the Debtors to, or for the benefit of, any non-Debtor Insider (as defined in section 101 of the Bankruptcy Code) or any non-Debtor affiliate of or related

party to any such Insider pursuant to this Final Order without further court approval on notice to parties in interest.

18. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, whether such checks or other requests were submitted prior to, on, or after, the Petition Date, provided that sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payments, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

19. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with Utility Services to the extent payment thereof is authorized pursuant to the relief granted herein.

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

21. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

New York, New York
Dated: July 21, 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 MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 17th DAY OF AUGUST, 2022.

Jayne Cooke

A Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

FINAL ORDER APPROVING NOTIFICATION AND HEARING PROCEDURES FOR CERTAIN TRANSFERS OF AND DECLARATIONS OF WORTHLESSNESS WITH RESPECT TO COMMON STOCK AND CLAIMS AGAINST THE DEBTORS

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") for entry of a final order (this "Final Order"), (a) approving the Procedures related to transfers of Beneficial Ownership of Common Stock and/or Options, and (b) directing that any purchase, sale, other transfer of any Common Stock and/or any Options or any Beneficial Ownership therein, declaration of worthlessness with respect to Common Stock, or any acquisition, disposition, or trading of any Claims against the Debtors, in each case, in violation of the Procedures shall be null and void *ab initio*, all as more fully set forth in the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the Amended Standing Order; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

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

this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); 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 hearings, if any, before this Court (the "Hearings"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearings 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 Procedures, as set forth in **Exhibit 1** attached hereto are approved on a final basis.

2. Within three days of the entry of this Final Order or as soon as reasonably practicable, the Debtors shall send the notice of this Final Order to all parties that were served with notice of the Motion, publish the Notice of Final Order once in *The New York Times* and post the Interim Order, Procedures, Declarations and Notice of Interim Order to the website established by Kroll for these chapter 11 cases: https://cases.ra.kroll.com/Revlon.

3. Any transfer of Beneficial Ownership of Common Stock and/or Options, or grant or foreclosure of a Lien (as defined in the Procedures) on Common Stock and/or Options or declaration of worthlessness with respect to Beneficial Ownership of Common Stock in violation of the Procedures, including but not limited to the notice requirements, and any acquisition, disposition, or trading of Claims against the Debtors in violation of these Procedures, in each case, shall be null and void *ab initio*, and the person or Entity making such transfer or declaration shall

be required to take such steps as the Debtors determine are necessary in order to be consistent with such transfer or declaration being null and void *ab initio*.

4. In the case of any such declaration of worthlessness with respect to Beneficial Ownership of Common Stock in violation of the Procedures, including the notice requirements, the person or Entity making such declaration shall be required to file an amended tax return revoking such declaration and any related deduction to appropriately reflect that such declaration is void *ab initio*.

5. The Debtors may waive, in writing, any and all sanctions, remedies, restrictions, stays, and notification procedures set forth in the Procedures or imposed by this Final Order on parties other than the Debtors. The Debtors shall provide at least five (5) business days' notice to Brown Rudnick LLP as counsel to the official committee of unsecured creditors and to Davis Polk & Wardwell LLP as counsel to the Ad Hoc Group of BrandCo Lenders of any proposed waiver of sanctions, remedies, restrictions, stays, and notification procedures set forth in the Procedures.

6. To the extent that this Final Order is inconsistent with any prior order or pleading with respect to the Motion in these cases, the terms of this Final Order shall govern.

7. Notwithstanding anything to the contrary in this Final Order, nothing contained in the Motion or this Final Order, and no action taken pursuant to such relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor, under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type

specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law. The rights of all parties in interest are expressly reserved.

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

9. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

Dated: New York, New York
August 1, 2022

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

Exhibit 1

Procedures for Transfers of or Liens on Beneficial Ownership of Common Stock, Options or Claims, or Declarations of Worthlessness with Respect to Beneficial Ownership of Common Stock

PROCEDURES FOR TRANSFERS OF OR LIENS ON BENEFICIAL OWNERSHIP OF COMMON STOCK OR OPTIONS AND DECLARATIONS OF WORTHLESSNESS WITH RESPECT TO BENEFICIAL OWNERSHIP OF COMMON STOCK (THE "PROCEDURES")

The following Procedures apply to transfers of Beneficial Ownership of Common Stock or Options:[1]

a. Any person (including any Entity (as defined below)) who at any time on or after the Petition Date is or becomes a Substantial Shareholder (as defined herein), must and serve upon: (i) the Debtors, One New York Plaza, New York NY 10004. (Attn.: Andrew Kidd); (ii) proposed counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019 (Attn.: Kyle Kimpler and Robert Britton); (iii) the Office of the United States Trustee for the Southern District of New York, 201 Varick St, New York, NY 10014 (Attn.: Brian Masumoto); (iv) counsel to any statutory committees appointed in the chapter 11 cases (each, an "Official Committee"), including Brown Rudnick LLP as counsel to the official committee of unsecured creditors; (v) Proskauer Rose LLP, as counsel to MidCap Funding IV Trust, in its capacity as (a) administrative agent and collateral agent under the Debtors' prepetition asset-based lending facility, (b) as administrative agent and collateral agent under the ABL DIP, and (c) ABL DIP Lender; (vi) Morgan Lewis & Bockius LLP, as counsel to Crystal Financial LLC, in its capacity as administrative agent for the SISO Term Loan; (vii) Alter Domus, in its capacity as administrative agent for the Tranche B; (viii) Latham & Watkins, LLP, as counsel to Citibank N.A., in its capacity as 2016 Term Loan Agent; (ix) Quinn Emanuel Urquhart & Sullivan, LLP, in its capacity as counsel to the putative 2016 Term Loan group; (x) Akin Gump Strauss Hauer & Feld, LLP, in its capacity as counsel to an ad hoc group of 2016 Term Loan lenders; (xi) Paul Hastings LLP, as counsel to Jefferies Finance LLC, in its capacity as BrandCo agent and DIP agent; (xii) Davis Polk & Wardwell LLP and Kobre & Kim LLP, in their capacity as counsel to the Ad Hoc Group of BrandCo Lenders; (xiii) King & Spalding, LLP, in its capacity as counsel to Blue Torch Finance LLC, in its capacity as Foreign ABTL Facility administrative agent; and (xiv) White & Case LLP, in its capacity as counsel to the Ad Hoc Group of Minority Shareholders (Attn: Gregory Pesce and Barrett Lingle) (collectively, the "Declaration Notice Parties") a declaration of such status, substantially in the form of **Exhibit 1A** attached to the Procedures (each, a "Declaration of Status as a Substantial Shareholder"), on or before the later of (A) 20 days after the date of the Notice of Interim Order (as defined herein), or (B) 10 days after becoming a Substantial Shareholder; provided, however, that MacAndrews & Forbes Inc. shall be deemed a Substantial Shareholder and no MacAndrews Party (as defined below) shall be required to file a Declaration of Status as a Substantial Shareholder.

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

b. At least 20 days prior to effectuating any transfer of Beneficial Ownership of Common Stock and/or Options that would result in an increase in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an Entity becoming a Substantial Shareholder (including the exercise of any Option to acquire Common Stock that would result in the amount of Common Stock beneficially owned by any person (including any Entity) that currently is or, as a result of the proposed transaction, would be a Substantial Shareholder), such Substantial Shareholder or potential Substantial Shareholder must serve upon the Declaration Notice Parties an advance written declaration of the intended transfer of Common Stock, substantially in the form of **Exhibit 1B** attached to these Procedures (each, a "Declaration of Intent to Accumulate Common Stock").

c. At least 20 days prior to effectuating any transfer of Beneficial Ownership of Common Stock and/or Options that would result in a decrease in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in a person or Entity ceasing to be a Substantial Shareholder, such Substantial Shareholder must serve upon the Declaration Notice Parties an advance written declaration of the intended transfer of Common Stock, substantially in the form of **Exhibit 1C** attached to these Procedures (each, a "Declaration of Intent to Transfer Common Stock or Options ," and together with a Declaration of Intent to Accumulate Common Stock, each, a "Declaration of Proposed Transfer"); provided, however, that none of MacAndrews & Forbes Inc., its shareholders and/or related trusts and affiliated vehicles or any Entity directly or indirectly owned by MacAndrews & Forbes Inc. (each, a "MacAndrews Party") shall be required to provide a Declaration of Intent to Transfer Common Stock or Options with respect to any transfer of Beneficial Ownership of Common Stock and/or Options, if both (i) MacAndrews & Forbes Inc. and Debtors reasonably agree that such transfer would not give rise to an Ownership Change with respect to any Debtor and (ii) the sum of all transfers of Beneficial Ownership of Common Stock or Options by any MacAndrews Party, including such transfer, constitutes an aggregate transfer of less than 20% of the Beneficial Ownership of Common Stock or Options

d. The Debtors shall have 5 business days after receipt of a Declaration of Proposed Transfer to file with the Court and serve on such Substantial Shareholder or potential Substantial Shareholder an objection to any proposed transfer of Beneficial Ownership of Common Stock and/or Options described in the Declaration of Proposed Transfer on the grounds that such transfer might adversely affect the Debtors' ability to utilize their Tax Attributes. If the Debtors file an objection, the proposed transaction will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and nonappealable order of the Court. If the Debtors do not object within such 5 business day period, the proposed transaction can proceed solely as set forth in the Declaration of Proposed Transfer. To the extent that the Debtors receive an appropriate Declaration of Proposed Transfer and determine in their business judgment not to object, they shall provide written notice (whereby electronic mail

is sufficient) of that decision to the proposed transferor and the Declaration Notice Parties as soon as reasonably practicable. Further transactions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth herein, with an additional 5 business day waiting period for each Declaration of Proposed Transfer.

e. For purposes of these Procedures: (i) a "Substantial Shareholder" is any Entity or individual that has Beneficial Ownership of at least 2,610,232 shares of Common Stock (representing approximately 4.5% of all issued and outstanding shares of Common Stock)[2]; (ii) "Beneficial Ownership" shall be determined in accordance with the applicable rules of section 382 of the IRC, the Treasury Regulations (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and rulings issued by the IRS and includes direct and indirect ownership (but determined without regard to any rule that treats stock of an entity as to which constructive ownership rules apply as no longer owned by that entity) (*e.g.*, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries and a partner in a partnership would be considered to own its proportionate share of any equity securities owned by such partnership), ownership by such holder's family members and entities acting in concert with such holder to make a coordinated acquisition of equity securities, and to the extent set forth in Treasury Regulations section 1.382-4, ownership of equity securities that such holder has an Option to acquire; (iii) 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, regardless of whether such interest is contingent or otherwise not currently exercisable; and (iv) an "Entity" is any "entity" as such term is defined in Treasury Regulations section 1.382-3(a), including any group of persons acting pursuant to a formal or informal understanding among coordinated acquisition of the Common Stock.

The following Procedures apply to any Lien (as defined below) upon Common Stock and/or Options:

a. Prior to any Substantial Shareholder creating, incurring, or granting any (i) Lien upon Common Stock and/or Options, whether actually owned or owned through Beneficial Ownership, or (ii) Lien upon an equity interest in an entity that owns directly or indirectly no material assets other than Common Stock and/or Options, such Substantial Shareholder must provide to the Debtors an advance written declaration of the intended creating, incurring or granting of such Lien, substantially in the form of **Exhibit 1D** attached to the Procedures (each, a "Declaration of Intent to Pledge Common Stock").

b. At least 10 days prior to any person (including any Entity (as defined below)) taking any action to foreclose, take title to, transfer or otherwise dispose of (an "Exercise of Remedies") (i) Common Stock and/or Options, whether actually owned or owned through Beneficial Ownership, or (ii) an equity interest in an

[2] Based on approximately 58,005,142 shares of Common Stock outstanding as of the Petition Date.

entity that owns directly or indirectly no material assets other than Common Stock and/or Options, in each case that either (A) such person should know based on information reasonably available to it (including, for the avoidance of doubt, any publicly available information) is with respect to Common Stock and/or Options, or equity interests, held by a Substantial Shareholder or (B) which Exercise of Remedies would cause such person to become a Substantial Shareholder, such person must serve upon the Declaration Notice Parties an advance written declaration of the intended Exercise of Remedies in the form of **Exhibit 1E** attached to the Procedures (each, a "Declaration of Intended Exercise of Remedies" and together with the Declaration of Intent to Pledge Common Stock, a "Declaration of Proposed Secured Transaction Event").

c. The Debtors shall have five business days after receipt of a Declaration of Proposed Secured Transaction Event to file with the Court and serve on such Substantial Shareholder or person proposing to undertake such Exercise of Remedies, as the case may be, an objection to any proposed Lien upon or Exercise of Remedies with respect to Common Stock and/or Options, or equity interests, described in the Declaration of Proposed Secured Transaction Event on the grounds that such Lien or such Exercise of Remedies might adversely affect the Debtors' ability to utilize their Tax Attributes. If the Debtors file an objection, the proposed transaction will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors do not object within such five business day period, the proposed Lien can be created, incurred, granted, secured, perfected, or the proposed Exercise of Remedies consummated, solely as set forth in the Declaration of Proposed Secured Transaction Event. To the extent that the Debtors receive an appropriate Declaration of Proposed Secured Transaction Event and determine in their business judgment not to object, they shall provide written notice (whereby electronic mail is sufficient) of that decision to the person delivering such Declaration of Proposed Secured Transaction Event and, in the case of a declaration of intended Exercise of Remedies, the Declaration Notice Parties as soon as reasonably practicable. Further transactions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth herein, with an additional five business day waiting period for each Declaration of Proposed Secured Transaction Event.

d. For purposes of the Procedures: (i) a "Substantial Shareholder" is any Entity or individual that has Beneficial Ownership of at least 2,610,232 shares of Common Stock (representing approximately 4.5% of all issued and outstanding shares of Common Stock); (ii) "Beneficial Ownership" shall be determined in accordance with the applicable rules of section 382 of the IRC, the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service (the "IRS") and includes direct and indirect ownership (but determined without regard to any rule that treats stock of an entity as to which the constructive ownership rules apply as no longer owned by that entity) (e.g., a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries and a partner in a partnership

would be considered to own its proportionate share of any equity securities owned by such partnership), ownership by such holder's family members and entities acting in concert with such holder to make a coordinated acquisition of equity securities, and to the extent set forth in Treasury Regulations section 1.382-4, ownership of equity securities that such holder has an Option to acquire; (iii) 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, regardless of whether such interest is contingent or otherwise not currently exercisable; (iv) an "Entity" is any "entity" as such term is defined in Treasury Regulations section 1.382-3(a), including any group of persons acting pursuant to a formal or informal understanding among themselves to make a coordinated acquisition of the Common Stock; and (v) a "Lien" is any mortgage, pledge, hypothecation, collateral assignment, encumbrance, lien (statutory or other), charge or other security interest or any other security agreement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

The following Procedures apply to declarations of worthlessness with respect to Common Stock:

a. Any person or Entity that currently is or becomes a 50% Shareholder (as defined below) must serve the Notice Parties, a notice of such status, in the form of **Exhibit 1F** attached to these Procedures, on or before the later of (i) 30 days after the date of the Notice of Interim Order and (ii) 10 days after becoming a 50% Shareholder; provided, however, that MacAndrews & Forbes Inc. shall be deemed a 50% Shareholder and no MacAndrews Party shall be required to file a notice of its status as such.

b. Prior to filing any federal, state, or local tax return, or any amendment to such a return, claiming any deduction for worthlessness of the Common Stock, for a tax year ending before Debtors' emergence from chapter 11 protection, such 50% Shareholder must serve upon the Notice Parties, an advance written notice in the form of **Exhibit 1G** attached to these Procedures (a "Declaration of Intent to Claim a Worthless Stock Deduction") of the intended claim of worthlessness.

c. The Debtors will have 5 business days after receipt of a Declaration of Intent to Claim a Worthless Stock Deduction to file with the Court and serve on such 50% Shareholder an objection to any proposed claim of worthlessness described in the Declaration of Intent to Claim a Worthless Stock Deduction on the grounds that such claim might adversely affect the Debtors' ability to utilize their Tax Attributes. During such 5 business day period, and while any objection by the Debtors to the proposed claim is pending, such 50% Shareholder shall not claim, or cause to be claimed, the proposed worthless stock deduction to which the Declaration of Intent to Claim a Worthless Stock Deduction relates and thereafter in accordance with the Court's ruling, and, as applicable, any appellate rules and procedures. If the Debtors do not object within such 5 business day period, the filing of the tax return

or amendment with such claim would be permitted solely as set forth in the Declaration of Intent to Claim a Worthless Stock Deduction. To the extent that the Debtors receive an appropriate Declaration of Intent to Claim a Worthless Stock Deduction and determine in their business judgment not to object, they shall provide written notice (whereby electronic mail is sufficient) of that decision as soon as is reasonably practicable. Additional tax returns or amendments within the scope of this paragraph must be the subject of additional notices as set forth herein, with an additional 5 business day waiting period.

d. For purposes of these Procedures, 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).

The following Procedures apply to Claims against the Debtors:

i. Disclosure of 382*(l)*(5) Plan. If the proponent of a Plan (a "Plan Proponent") determines that any of the reorganized Debtors likely could qualify for and benefit from the application of section 382(*l*)(5) of the IRC and reasonably anticipates that Post-Emergence Revlon will invoke such section, then the Plan Proponent, in proposing a 382(*l*)(5) Plan, shall disclose in its proposed disclosure statement filed with the Court or, in the case of items (c) through (e) below, a later separate notice filed with the Court (collectively, the "Proposed 382(*l*)(5) Disclosure Statement"):

a. Adequate information about the incremental tax benefits anticipated to be realized through the use of section 382(*l*)(5) of the IRC that, taking into account the Debtors' anticipated net unrealized built-in gains or net unrealized built-in losses, would not otherwise be available;

b. A summary of any restrictions expected to be imposed on the transferability of securities issued under the Plan in order to preserve such incremental tax benefits;

c. The (i) dollar amount of Claims (by class or other applicable classification) expected to result in a one-percent (1%) interest in New Common Stock and (ii) the number of any of the specified interests ("Owned Interests") in the Debtors which shall include, but not necessarily be limited to, Common Stock expected to result in a one-percent (1%) interest in New Common Stock, in each case based upon then-available information;

d. A specified date (the "Determination Date") that is not less than ten (10) days after the service of the notice of the hearing with respect to the Proposed 382(*l*)(5) Disclosure Statement; and

e. A specified date (the "Reporting Deadline") that is not less than five (5) days after the Determination Date, by which persons (including

Entities) must serve on various parties the notice required by these Procedures (the "Notice of Substantial Claim Ownership").

f. In the event that items (c) through (e) above are disclosed in a separate notice after the filing of the proposed disclosure statement, such items shall also be disclosed in a separate filing with the Securities and Exchange Commission on Form 8-K.

ii. Notice of Substantial Claim Ownership.

a. Any person (including any Entity) that beneficially owns either (i) more than a specified amount of Claims[3] or (ii) a lower amount of Claims that (based on the applicable information set forth in the Proposed 382(*l*)(5) Disclosure Statement), when taking into account any Owned Interests beneficially owned by a holder of Claims (including pursuant to the applicable aggregation rules), in each case, that is reasonably expected to result in such holder of Claims holding the Applicable Percentage of New Common Stock, in each case as of the Determination Date, shall serve upon the Plan Proponent and its counsel (and the Debtors and their counsel if not the Plan Proponent), counsel to any Official Committee, and counsel to the Ad Hoc Group of BrandCo Lenders, a Notice of Substantial Claim Ownership, in substantially the form annexed to the Final Order as **Exhibit 1H** (or as adjusted and annexed to the Proposed 382(*l*)(5) Disclosure Statement) on or before the Reporting Deadline. Such person also shall set forth in the Notice of Substantial Claim Ownership its beneficial ownership, if any, of any Owned Interests and whether it agrees to refrain from acquiring beneficial ownership of additional Owned Interests (and Options to acquire the same) until after the effective date of the 382(*l*)(5) Plan and to immediately dispose of any Owned Interests or Options (if acquired on or after the Petition Date and prior to submitting its Notice of Substantial Claim Ownership). A person (including any Entity) that is required to serve a Notice of Substantial Claim Ownership may or may not be a Substantial Claimholder. The standard for a person's (including an Entity's) being required to serve a Notice of Substantial Claim Ownership is different than the definition of a Substantial Claimholder. At the election of the Substantial Claimholder, the Notice of Substantial Claim Ownership to be served with the Bankruptcy Court (but not the Notice of Substantial Claim Ownership that is served upon the Debtors, the attorneys for the Debtors, and the attorneys for any

[3] This "specified amount" is to be reasonably established by the Plan Proponent, taking into account the terms of the 382(*l*)(5) Plan, and disclosed in the Proposed 382(*l*)(5) Disclosure Statement. The "specified amount" may be expressed by class or type of Claim(s), if applicable.

Official Committee) may be redacted to exclude the Substantial Claimholder's taxpayer identification number.

b. In order to assist in determining their eligibility to avail themselves of the relief set forth in section 382(*l*)(5) of the IRC, the Debtors may request[4] from any person (including any Entity) that beneficially owns either (i) more than a specified amount of Claims (which may be expressed by class or type of Claim(s), if applicable) or (ii) a lower amount of Claims that, when taking into account the Owned Interests beneficially owned by a holder of Claims (including pursuant to the applicable aggregation rules), could result in such holder of Claims holding the Applicable Percentage of New Common Stock, in each case as of the date specified in such request, information regarding its beneficial ownership of Claims and Owned Interests (and Options to acquire the same) prior to the filing of the Proposed 382(*l*)(5) Disclosure Statement, in a manner consistent with these Procedures. A response to such request shall be served upon the Debtors and their counsel, counsel to each Official Committee, and counsel to the Ad Hoc Group of BrandCo Lenders. In addition, the Debtors shall disclose such request in a separate filing with the Securities and Exchange Commission on Form 8-K.

c. Any person (including any Entity) that fails to comply with its notification obligations set forth in this paragraph shall, in addition to the consequences set forth in paragraph B(5)(g) below, be subject to such remedy as the Bankruptcy Court may find appropriate upon motion by the Debtors, after service of the Motion upon such person and a hearing on the Motion in accordance with the Federal Rules of Bankruptcy Procedure, including, without limitation, ordering such noncompliant person (including any Entity) to divest itself promptly of any beneficial ownership of Claims to the extent of such person's ownership of an Excess Amount (as defined herein) and imposing monetary damages for any costs reasonably incurred by the Debtors that were caused by the violation and enforcement of this paragraph.

iii. Claims Trading Before and After Determination Date.

a. Any person (including any Entity) generally may trade freely and make a market in Claims until the Determination Date.

b. After the Determination Date, any acquisition of Claims by a person who served or was required to served a Notice of Substantial Claim

[4] For purposes of making this determination, such request shall include information comparable to the information that would be required in a Proposed 382(*l*)(5) Disclosure Statement pursuant to these Procedures.

Ownership or by a person who would be required to serve a Notice of Substantial Claim Ownership as a result of the consummation of the contemplated transaction if the proposed acquisition date had been the Determination Date (each, a "Proposed Claims Transferee") shall not be effective unless consummated in compliance with these Procedures.

c. At least ten (10) days prior to the proposed date of any acquisition of Claims by a Proposed Claims Transferee (a "Proposed Claims Acquisition Transaction"), such Proposed Claims Transferee shall serve upon the Plan Proponent and its counsel (and the Debtors and their counsel if not the Plan Proponent), counsel to each Official Committee, and counsel to the Ad Hoc Group of BrandCo Lenders, a notice of such Proposed Claims Transferee's request to purchase, acquire, or otherwise accumulate a Claim (a "Claims Acquisition Request"), in substantially the form annexed to the Final Order as **Exhibit 1I**, which describes specifically and in detail the Proposed Claims Acquisition Transaction, regardless of whether such transfer would be subject to the filing, notice, and hearing requirements set forth in Bankruptcy Rule 3001.

d. The Plan Proponent may determine, in consultation with the Debtors (if not the Plan Proponent), counsel to each Official Committee and counsel to the Ad Hoc Group of BrandCo Lenders whether to approve a Claims Acquisition Request. If the Plan Proponent does not approve a Claims Acquisition Request in writing within eight days after the Claims Acquisition Request is served with the Court, the Claims Acquisition Request shall be deemed rejected.

iv. Creditor Conduct and Sell-Down.

a. To permit reliance by the Debtors on Treasury Regulations section 1.382-9(d)(3), upon the entry of the Final Order, any Substantial Claimholder that participates in formulating any chapter 11 plan of or on behalf of the Debtors (which shall include, without limitation, making any suggestions or proposals to the Debtors or their advisors with regard to such a Plan) shall not disclose or otherwise make evident to the Debtors that any Claims in which such Substantial Claimholder has a beneficial ownership are Newly Traded Claims, unless compelled to do so by an order of a court of competent jurisdiction or some other applicable legal requirement, *provided*, *however*, that the following activities shall not constitute participation in formulating a Plan *if*, in pursuing such activities, the Substantial Claimholder does not disclose or otherwise make evident (unless compelled to do so by an order of a court of competent jurisdiction or some other applicable legal requirement) to the Debtors that such Substantial Claimholder has beneficial

ownership of Newly Traded Claims: filing an objection to a proposed disclosure statement or to confirmation of a proposed Plan; voting to accept or reject a proposed Plan; reviewing or commenting on a proposed business plan; providing information on a confidential basis to counsel to the Debtors; holding general membership on an official committee or an ad hoc committee; or taking any action required by an order of the Bankruptcy Court.

b. Following the Determination Date, if the Plan Proponent determines that Substantial Claimholders must sell or transfer all or a portion of their beneficial ownership of Claims in order that the requirements of section 382(*l*)(5) of the IRC will be satisfied, the Plan Proponent may file a motion with the Bankruptcy Court for entry of an order—after notice to counsel to any Official Committee, counsel to the Ad Hoc Group of BrandCo Lenders, and the relevant Substantial Claimholder(s) and a hearing—approving the issuance of a notice (each, a "Sell-Down Notice") that such Substantial Claimholder must sell, cause to sell, or otherwise transfer a specified amount of its beneficial ownership of Claims (by class or other applicable classification) equal to the excess of (x) the amount of Claims beneficially owned by such Substantial Claimholder over (y) the Maximum Amount for such Substantial Claimholder (such excess amount, an "Excess Amount"). The Motion shall be heard on expedited basis such that the Bankruptcy Court can render a decision on the Motion at or before the hearing on confirmation of the 382(*l*)(5) Plan. If the Bankruptcy Court approves the Plan Proponent's motion for the issuance of a Sell-Down Notice, the Plan Proponent shall provide the Sell-Down Notice to the relevant Substantial Claimholder(s).

c. Notwithstanding anything to the contrary in these Procedures, no Substantial Claimholder shall be required to sell, cause to sell, or otherwise transfer any beneficial ownership of Claims if such sale would result in the Substantial Claimholder's beneficial ownership of an aggregate amount of Claims (by class or other applicable classification) that is less than such Substantial Claimholder's Protected Amount.

d. Each Sell-Down Notice shall direct the Substantial Claimholder to sell, cause to sell, or otherwise transfer its beneficial ownership of the amount of Claims specified in the Sell-Down Notice to Permitted Transferees (each sale or transfer, a "Sell-Down"), *provided, however*, that such Substantial Claimholder shall not have a reasonable basis to believe that any such Permitted Transferee would own, immediately after the contemplated transfer, an Excess Amount of Claims and *provided, further*, that a Substantial Claimholder that has properly notified the Permitted Transferee of

its Claims under these Procedures shall not be treated as having such reasonable basis in the absence of notification or actual knowledge that such Permitted Transferee would own, after the transfer, an Excess Amount of Claims.

e. By the date that is the later of (i) five days after the entry of an order confirming the 382(*l*)(5) Plan and (ii) such other date specified in the Sell-Down Notice, as applicable, but before the effective date of the 382(*l*)(5) Plan (the "Sell-Down Date"), each Substantial Claimholder subject to a Sell-Down Notice shall, as a condition to receiving New Common Stock, serve upon the Plan Proponent and its counsel (and the Debtors and their counsel if not the Plan Proponent), counsel to each Official Committee, and counsel to the Ad Hoc Group of BrandCo Lenders a notice substantially in the form annexed to the Final Order as **Exhibit 1J** that such Substantial Claimholder has complied with the terms and conditions set forth in these Procedures and that such Substantial Claimholder does not and will not hold an Excess Amount of Claims as of the Sell-Down Date and at all times through the effective date of the 382(*l*)(5) Plan (each, a "Notice of Compliance"). Any Substantial Claimholder who fails to comply with this provision shall not receive New Common Stock with respect to any Excess Amount of Claims.

f. Other than information that is public or in connection with an audit or other investigation by the IRS or other taxing authority, the Plan Proponent shall keep all Notices of Compliance and any additional information provided by a Substantial Claimholder pursuant to these Procedures (the "Confidential Information") strictly confidential and shall not disclose the Confidential Information to any other person (including any Entity), *provided, however*, that the Plan Proponent may disclose the identity of the Substantial Claimholder to its counsel and professional financial advisors, and of any other person(s) that are subject to a nondisclosure agreement with the Plan Proponent, each of whom shall keep all Confidential Information strictly confidential, subject to further order of the Bankruptcy Court, and *provided, further,* that to the extent the Plan Proponent reasonably determines such Confidential Information is necessary to demonstrate to the Bankruptcy Court the need for the issuance of a Sell-Down Notice, such Confidential Information (determined by, among other things, whether such information was redacted in any public filing) shall be filed with the Bankruptcy Court under seal.

g. Any person (including any Entity) that violates its obligations under these Procedures applicable to Claims or, if applicable, its agreement not to acquire beneficial ownership of Owned Interests (and Options to acquire the same) or to immediately dispose of any Owned Interests (if acquired on or after the Petition Date but prior

to submitting its Notice of Substantial Claim Ownership) in its Notice of Substantial Claim Ownership shall, pursuant to these Procedures, be precluded from receiving, directly or indirectly, any consideration consisting of a beneficial ownership of New Common Stock that is attributable to the Excess Amount of Claims for such person and, if applicable, to the Owned Interests acquired (or not immediately disposed of) in violation of such agreement by such person (or if the Owned Interests acquired (or not immediately disposed of) in violation of such agreement become beneficial ownership of New Common Stock without the need to receive new equity interests, such person shall be precluded as a result of such violation (and, thus, in addition to any other amounts otherwise precluded hereunder) from receiving, directly or indirectly, any consideration consisting of a beneficial ownership of New Common Stock attributable to such person's Claims up to and including an amount equivalent to that represented by such Owned Interests), in each case including any consideration in lieu thereof, *provided, however*, that such person may be entitled to receive any other consideration to which such person may be entitled by virtue of holding Claims (this provision, the "Equity Forfeiture Provision"). Any purported acquisition of, or other increase in the beneficial ownership of, New Common Stock that is precluded by the Equity Forfeiture Provision will be an acquisition of "Forfeited Equity." Any acquirer of Forfeited Equity shall, promptly upon becoming aware of such fact, return or cause to return the Forfeited Equity to the Debtors (or any successor to the Debtors, including Post-Emergence Revlon) or, if all of the equity consideration properly issued to such acquirer and all or any portion of such Forfeited Equity have been sold prior to the time such acquirer becomes aware of such fact, such acquirer shall return or cause to return to the Debtors (or any successor to the Debtors, including Post-Emergence Revlon) (i) any Forfeited Equity still held by such acquirer and (ii) the proceeds attributable to the sale of Forfeited Equity, calculated by treating the most recently sold equity as Forfeited Equity. Any acquirer that receives Forfeited Equity and deliberately fails to comply with the preceding sentence shall be subject to such additional sanctions as the Bankruptcy Court may determine. Any Forfeited Equity returned to the Debtors, including Post-Emergence Revlon, shall be distributed (including a transfer to charity) or extinguished, in the Debtors' sole discretion, in furtherance of the 382(*l*)(5) Plan.

h. In effecting any sale or other transfer of Claims pursuant to a Sell-Down Notice, a Substantial Claimholder shall, to the extent that it is reasonably feasible to do so within the normal constraints of the market in which such sale takes place, notify the acquirer of such Claims of the existence of these Procedures and the Equity

Forfeiture Provision (it being understood that, in all cases in which there is direct communication between a salesperson and a customer, including, without limitation, communication via telephone, e-mail, and instant messaging, the existence of these Procedures and the Equity Forfeiture Provision shall be included in such salesperson's summary of the transaction).

v. Exceptions.

a. No person (including any Entity) shall be subject to the approval provisions of paragraphs (ii) and (iii) above or, in the case of Claims that are part of the transferor's Protected Amount, the sell-down provisions of paragraph (iv) above with respect to any transfer described in Treasury Regulations section 1.382-9(d)(5)(ii) so long as such transfer is not for a principal purpose of obtaining New Common Stock or permitting the transferee to benefit from the losses of the Debtors within the meaning of Treasury Regulations section 1.382-9(d)(5)(iii), *provided, however*, that any such transferee who becomes a Substantial Claimholder following the filing of a Proposed 382(*l*)(5) Disclosure Statement shall serve upon the Plan Proponent and its counsel (and the Debtors and their counsel if not the Plan Proponent), a notice of such status, substantially in the form annexed to the Final Order as **Exhibit 1H** as provided in these Procedures.

b. For the avoidance of doubt, the trustee of any trust, any indenture trustee, subordination agent, registrar, paying agent, transfer agent, loan or collateral agent, or any other entity serving in a similar capacity however designated, in each case for any Claim or any Ownership Interests, notes, bonds, debentures, property, or other debt securities or obligations (i) issued by any of the Debtors, (ii) secured by assets of any of the Debtors or agreements with respect to such assets, or (iii) secured by assets leased to any of the Debtors shall not be treated as a Substantial Claimholder solely to the extent that such entities are acting in the capacity described above, *provided, however*, that neither any transferee of Claims nor any equity or beneficial owner of a trust shall be excluded from these Procedures solely by reason of this provision.

vi. For purposes of these Procedures,

a. "Applicable Percentage of New Common Stock" means, (i) if only one class of New Common Stock is to be issued pursuant to the terms of a 382(l)(5) Plan and holders within each class of Claims receiving New Common Stock will receive a pro rata distribution of the New Common Stock, 4.5% of the number of shares of New Common Stock that the Debtors reasonably estimate will be

outstanding immediately after the effective date of such 382(l)(5) Plan, as determined for U.S. federal income tax purposes, or (ii) if multiple classes of New Common Stock are issued pursuant to the terms of a 382(l)(5) Plan, a percentage of the number of shares of each class of New Common Stock (which percentage may be different for each such class) that have an aggregate fair market value equal to 4.5% of the fair market value of all New Common Stock that the Debtors reasonably estimate will be outstanding immediately after the effective date of such 382(l)(5) Plan, as determined for U.S. federal income tax purposes;

b. "Beneficial ownership" of a Claim or Owned Interest means: (A) the beneficial ownership of a Claim or Owned Interest (as hereinafter defined) as determined in accordance with applicable rules under section 382 of the IRC, the Treasury Regulations, and rulings issued by the IRS and as described herein (for such purpose, a Claim or Owned Interest is treated as if it were stock) and, thus, to the extent provided in those sources, from time to time, shall include, without limitation, (x) direct and indirect ownership (but determined without regard to any rule that treats stock of an entity as to which the constructive ownership rules apply as no longer owned by that entity), e.g., a holding company would be considered to beneficially own all Claims or Owned Interests owned or acquired by its subsidiaries, (y) ownership by a holder's family members, and (z) ownership by any Entity, Owned Interests, and/or stock; and (B) the beneficial ownership of an Option (irrespective of the purpose for which such Option was issued, created, or acquired) with respect to a Claim or Owned Interest. For the avoidance of doubt, beneficial ownership of a Claim or Owned Interests also includes the beneficial ownership of any right to receive any equity consideration to be distributed in respect of a Claim or Owned Interests pursuant to a Plan or any applicable bankruptcy court order;

c. "Claim" means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors, whether secured or unsecured;

d. "Entity" has the meaning as such term is defined in section 1.382-3(a) of the Treasury Regulations, including any group of persons acting pursuant to a formal or informal understanding among themselves to make a coordinated acquisition of Claims or New Common Stock;

e. "Holdings Report" means a Notice of Substantial Claim Ownership (as hereinafter defined) received by the Debtors with respect to the Determination Date;

f. "Maximum Amount" means the maximum amount of Claims (by class or other applicable classification of Claims) that may be held, as of the effective date of the 382(*l*)(5) Plan, by a Substantial Claimholder that was a Substantial Claimholder as of the Determination Date, which the Debtors shall calculate as follows: (A) Based upon the information provided by the Substantial Claimholders in the Holdings Reports, the Debtors shall calculate the aggregate amount of Claims that all such Substantial Claimholders must sell as a group to effectuate the 382(*l*)(5) Plan (the "Sell-Down Amount"); (B) The Debtors shall calculate for each Substantial Claimholder the amount of such Substantial Claimholder's *pro rata* share of the Sell-Down Amount *(i.e.*, the Sell-Down Amount multiplied by a fraction, (x) the numerator of which is the amount, if any, of Claims identified in such Substantial Claimholder's Holdings Report minus the greater of (1) the applicable Threshold Amount and (2) the Protected Amount for such Substantial Claimholder, and (y) the denominator of which is the aggregate amount of Claims identified in all of the Substantial Claimholders' Holdings Reports minus the greater of (1) the aggregate applicable Threshold Amount for all Substantial Claimholders and (2) the aggregate Protected Amount of all Substantial Claimholders; and (C) For each such Substantial Claimholder, the Debtors shall subtract from the total Claims held by such Substantial Claimholder (as reported in the Holdings Report) such Substantial Claimholder's *pro rata* share of the Sell-Down Amount. The difference shall be the Maximum Amount;

g. "New Common Stock" means the common stock and any other equity securities (including securities that are treated as equity securities for U.S. federal income tax purposes) of Post-Emergence Revlon, including Options to acquire the same;

h. "Newly Traded Claims" means Claims (A) with respect to which a person (including any Entity) acquired beneficial ownership after the date that was eighteen (18) months prior to the Petition Date and (B) that are not "ordinary course" Claims, within the meaning of Treasury Regulations section 1.382-9(d)(2)(iv), of which the same person (including any Entity) always has had beneficial ownership;

i. "Permitted Transferee" with respect to a Substantial Claimholder is a person (including any Entity) whose holding of a Claim would not result in such Substantial Claimholder having beneficial ownership of such Claim;

j. "Post-Emergence Revlon" means the reorganized Debtors or any successor thereto;

k. "Protected Amount" means the amount of Claims (by class or other applicable classification) of which a holder had beneficial ownership on the Petition Date *plus* the amount of Claims of which such holder acquires, directly or indirectly, beneficial ownership pursuant to trades entered into prior to the Petition Date, but that had not yet closed as of the Petition Date, and the amount of Claims of which such holder acquires, directly or indirectly, beneficial ownership pursuant to trades entered into after the Petition Date that have been approved by the Debtors in accordance with these Procedures minus the amount of Claims of which such holder sells, directly or indirectly, beneficial ownership pursuant to trades entered into prior to the Petition Date, but that had not yet closed as of the Petition Date;

l. "Substantial Claimholder" means any person (including any Entity) that beneficially owns an aggregate dollar amount of Claims against the Debtors, or any Entity controlled by such person through which such person beneficially owns Claims against the Debtors, of more than the Threshold Amount. For the avoidance of doubt, section 382 of the IRC, the Treasury Regulations, and all relevant IRS and judicial authority shall apply in determining whether the Claims of several persons and/or Entities must be aggregated when a person's (including an Entity's) status as a Substantial Claimholder (for such purpose, a Claim is treated as if it were stock);

m. "Threshold Amount" means an amount of Claims that, when taking into account the Owned Interests beneficially owned by a holder of Claims (including under the applicable aggregation rules), could result in such holder of Claims holding the Applicable Percentage of New Common Stock. For this purpose, the beneficial ownership of an Option to acquire Owned Interests shall be considered beneficial ownership of Owned Interests. Notwithstanding the foregoing, if a beneficial owner of Claims does not agree to refrain from acquiring beneficial ownership of additional Owned Interests (and Options to acquire the same) or to dispose of immediately any such Owned Interests or Options (if acquired on or after the Petition Date but prior to submitting its Notice of Substantial Claim Ownership (as hereinafter defined)), the Threshold Amount for such beneficial owner of Claims shall be the "Minimum Threshold Amount," which shall be the amount of Claims beneficially owned by a holder of Claims continuously from the Petition Date to the Sell-Down Date (as hereinafter defined); and

n. "382(*l*)(5) Plan" means a plan of reorganization (a "Plan") that contemplates the use of section 382(*l*)(5) of the IRC by a reorganized debtor to obtain certain incremental tax benefits.

The following notice procedures apply to these Procedures:

a. No later than three days following entry of the Final Order, the Debtors shall serve by overnight mail, postage prepaid a notice, substantially in the form of **Exhibit 1I** attached to the Interim Order (the "Notice of Final Order"), on: (i) the Office of the United States Trustee for the Southern District of New York; (ii) the holders of the 50 largest unsecured claims against the Debtors (on a consolidated basis); (iii) Proskauer Rose LLP, as counsel to MidCap Funding IV Trust, in its capacity as (a) administrative agent and collateral agent under the Debtors' prepetition asset-based lending facility, (b) as administrative agent and collateral agent under the ABL DIP, and (c) ABL DIP Lender; (iv) Morgan Lewis & Bockius LLP, as counsel to Crystal Financial LLC, in its capacity as administrative agent for the SISO Term Loan; (v) Alter Domus, in its capacity as administrative agent for the Tranche B; (vi) Latham & Watkins, LLP, as counsel to Citibank N.A., in its capacity as 2016 Term Loan Agent; (vii) Quinn Emanuel Urquhart & Sullivan, LLP, in its capacity as counsel to the putative 2016 Term Loan group; (viii) Akin Gump Strauss Hauer & Feld, LLP, in its capacity as counsel to an ad hoc group of 2016 Term Loan lenders; (ix) Paul Hastings LLP, as counsel to Jefferies Finance LLC, in its capacity as BrandCo agent and DIP agent; (x) Davis Polk & Wardwell LLP and Kobre & Kim LLP, in their capacity as counsel to the Ad Hoc Group of BrandCo Lenders; and (xi) King & Spalding, LLP, in its capacity as counsel to Blue Torch Finance LLC, in its capacity as Foreign ABTL Facility administrative agent; (xii) the United States Attorney's Office for the Southern District of New York; (xiii) the Internal Revenue Service; (xiv) the Securities Exchange Commission; (xv) the attorneys general for the states in which the Debtors operate; (xvi) all registered record holders of Common Stock (through their nominees); (xvii) counsel to any Official Committee, including Brown Rudnick LLP as counsel to the official committee of unsecured creditors appointed in these chapter 11 cases; (xviii) any party that has requested notice pursuant to Bankruptcy Rule 2002; (xix) any known Substantial Shareholder(s) and 50% Shareholders; (xx) the transfer agent(s) for the Common Stock; (xxi) any directly registered holders of the Common Stock; (xxii) any record holders (i.e., banks, brokers, intermediaries, other nominees or their mailing agents) of the Common Stock; (xxiii) any such other party entitled to notice pursuant to Local Rule 9013-1(b); and (xxiv) White & Case LLP, in its capacity as counsel to the Ad Hoc Group of Minority Shareholders (Attn: Gregory Pesce and Barrett Lingle) (collectively, the "Notice Parties").

b. All registered and nominee holders of Common Stock shall be required to serve the Notice of Interim Order or Notice of Final Order, as applicable, on all holders for whose benefit such registered or nominee holder holds such Common Stock down the chain of ownership.

c. Any entity or broker or agent acting on such entity's or individual's behalf who sells in excess of 2,610,232 shares (*i.e.*, approximately 4.5% of all issued and outstanding shares of Common Stock)[5] to another entity or individual shall be

[5] Based on approximately 58,005,142 shares of Common Stock outstanding as of the Petition Date.

required to serve a copy of the Notice of Interim Order or Notice of Final Order, as applicable, on such purchaser of such Common Stock or any broker or agent acting on such purchaser's behalf.

d. To the extent confidential information is required in any declaration described in these Procedures, such confidential information may be filed and served in redacted form; *provided*, *however*, that any such declarations served on the Debtors ***shall not*** be in redacted form. The Debtors shall keep all information provided in such declarations strictly confidential and shall not disclose the contents thereof to any person except (i) to the extent necessary to respond to a petition or objection filed with the Court (ii) to the extent otherwise required by law, or (iii) to the extent that the information contained therein is already public; *provided*, *however*, that the Debtors may disclose the contents thereof to their professional advisors, who shall keep all such declarations strictly confidential and shall not disclose the contents thereof to any other person, subject to further Court order. To the extent confidential information is necessary to respond to a petitioner's objection filed with the Court, such confidential information shall be filed under seal or in a redacted form. For the avoidance of doubt, to the extent confidential information is required in any declaration described in these Procedures, such confidential information shall be served in redacted form to the Notice Parties.

e. The Debtors may waive, in writing, any and all restrictions, stays, and notification Procedures contained in this Notice.

Exhibit 1A

Declaration of Status as a Substantial Shareholder

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., *et al.*,[1]	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 32**

DECLARATION OF STATUS AS A SUBSTANTIAL SHAREHOLDER

PLEASE TAKE NOTICE that the undersigned party is/has become a Substantial Shareholder with respect to the common stock of Revlon, Inc. (the "Common Stock") and/or Options or any Beneficial Ownership therein.[2] Revlon, Inc. is a debtor and debtor-in-possession

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

[2] For purposes of this Declaration: (i) a "Substantial Shareholder" is any Entity or individual that has Beneficial Ownership of at least 2,610,232 shares and warrants exercisable for shares of Common Stock (representing approximately 4.5% of all issued and outstanding shares of Common Stock, treating each warrant exercisable for shares as an outstanding share for this purpose); (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of section 382 of the Internal Revenue Code, the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service and includes direct, indirect ownership (but determined without regard to any rule that treats stock of an entity as to which the constructive ownership rules apply as no longer owned by that entity) (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity) and (5) to the extent set forth in Treasury Regulations section 1.382-4, a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); (iii) an "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether such interest is contingent or otherwise not currently exercisable; and (iv) an "Entity" is any "entity" as such term is defined in Treasury Regulations section 1.382-3(a), including any group of persons acting pursuant to a formal or informal understanding among coordinated acquisition of the Common Stock.

in Case No. 22-10760 (DSJ)pending in the United States Bankruptcy Court for the Southern District of New York (the "Court").

PLEASE TAKE FURTHER NOTICE that, as of _____, 2022, the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock and/or Options to acquire _____ shares of Common Stock. The following table sets forth (a) the number of shares of Common Stock and/or the number of shares of Common Stock underlying the Options beneficially owned by the undersigned party and (b) the date(s) on which the undersigned party acquired Beneficial Ownership or otherwise has Beneficial Ownership of such Common Stock and/or Options to acquire such Common Stock (categorized by class, as applicable). In the case of Common Stock and/or Options that are not owned directly by the undersigned party but are nonetheless beneficially owned by the undersigned party, the table sets forth (a) the name(s) of each record or legal owner of such shares of Common Stock and/or Options that are beneficially owned by the undersigned party, (b) the number of shares of Common Stock and/or the number of shares of the Common Stock underlying the Options beneficially owned by such undersigned party, and (c) the date(s) on which such Common Stock and/or Options were acquired (categorized by class, as applicable).

Class	*Name of Owner*	*Shares Owned*	*Shares Underlying Options Owned*	*Date(s) Acquired*
Common Stock				

(Attach additional page or pages if necessary)

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations

of Worthlessness with Respect to Common Stock [Docket No. [__]] (the "Order"), this declaration (this "Declaration") is being served upon (i) the Debtors, One New York Plaza, New York NY 10004. (Attn.: Andrew Kidd); (ii) proposed counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019 (Attn.: Kyle Kimpler and Robert Britton); (iii) the Office of the United States Trustee for the Southern District of New York, 201 Varick St, New York, NY 10014 (Attn.: Brian Masumoto); (iv) counsel to any statutory committees appointed in the chapter 11 cases (each, an "Official Committee"), including Brown Rudnick LLP as counsel to the official committee of unsecured creditors, and (v) counsel to the Ad Hoc Group of BrandCo Lenders, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn: Eli J. Vonnegut, Joshua Y. Sturm and Stephanie P. Massman) in each case to allow actual receipt by no later than 4:00 p.m. (prevailing Eastern Time) on [_____].

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Substantial Shareholder)

By: _____
Name: _____
Address: _____
_____
Telephone: _____
Facsimile: _____

Dated: _____ __, 20__
_____, _____
(City) (State)

Exhibit 1B

Declaration of Intent to Accumulate Common Stock

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., *et al.*,[1]	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 32 __**

DECLARATION OF INTENT TO ACCUMULATE COMMON STOCK

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to purchase, acquire, or otherwise accumulate (the "Proposed Transfer") one or more shares of common stock of Revlon, Inc. (the "Common Stock") and/or Options or any Beneficial Ownership therein.[2] Revlon, Inc. is a debtor and debtor-in-possession in Case No. 22-10760 (DSJ)

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

[2] For purposes of this Declaration: (i) a "Substantial Shareholder" is any Entity or individual that has Beneficial Ownership of at least 2,610,232 shares and warrants exercisable for shares of Common Stock (representing approximately 4.5% of all issued and outstanding shares of Common Stock, treating each warrant exercisable for shares as an outstanding share for this purpose); (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of section 382 of the Internal Revenue Code, the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service and includes direct, indirect ownership (but determined without regard to any rule that treats stock of an entity as to which the constructive ownership rules apply as no longer owned by that entity) (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity) and (5) to the extent set forth in Treasury Regulations section 1.382-4, a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); (iii) an "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether such interest is contingent or otherwise not currently exercisable; and (iv) an "Entity" is any "entity" as such term is defined in Treasury Regulations section 1.382-3(a), including any group of persons acting pursuant to a formal or informal understanding among coordinated acquisition of the Common Stock.

pending in the United States Bankruptcy Court for the Southern District of New York (the "Court").

PLEASE TAKE FURTHER NOTICE that, if applicable, on _____ __, 2022, the undersigned party served a declaration of status as a Substantial Shareholder as set forth therein.

PLEASE TAKE FURTHER NOTICE that the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock and/or Options to acquire _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Transfer, the undersigned party proposes to purchase, acquire, or otherwise accumulate Beneficial Ownership of _____ shares of Common Stock or an Option with respect to _____ shares of Common Stock. If the Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of _____ shares of Common Stock and/or Options to acquire _____ shares of Common Stock after such transfer becomes effective.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock [Docket No. ___] (the "Order"), this declaration (this "Declaration") is being served upon (i) the Debtors, One New York Plaza, New York NY 10004. (Attn.: Andrew Kidd); (ii) proposed counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019 (Attn.: Kyle Kimpler and Robert Britton); (iii) the Office of the United States Trustee for the Southern District of New

York, 201 Varick St, New York, NY 10014 (Attn.: Brian Masumoto); (iv) counsel to any statutory committees appointed in the Chapter 11 Cases (each, an "Official Committee"), including Brown Rudnick LLP as counsel to the official committee of unsecured creditors, and (v) counsel to the Ad Hoc Group of BrandCo Lenders, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn: Eli J. Vonnegut, Joshua Y. Sturm and Stephanie P. Massman) in each case to allow actual receipt by no later than 4:00 p.m. (prevailing Eastern Time) on [_____].

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Procedures set forth therein.

PLEASE TAKE FURTHER NOTICE that the Debtors have 5 business days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors file an objection, such Proposed Transfer will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and nonappealable order of the Court. If the Debtors do not object within such 5 business day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party purchasing, acquiring, or otherwise accumulating Beneficial Ownership of additional shares of Common Stock will each require an additional notice served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By: _____
Name: _____
Address: _____
_____
Telephone: _____
Facsimile: _____

Dated: _____ __, 20__
_____, _____
(City) (State)

Exhibit 1C

Declaration of Intent to Transfer Common Stock or Options

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., *et al.*,[1]	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 32**

DECLARATION OF INTENT TO TRANSFER COMMON STOCK OR OPTIONS

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to sell, trade, or otherwise transfer (the "Proposed Transfer") one or more shares of common stock of Revlon, Inc. (the "Common Stock") and/or Options or any Beneficial Ownership therein.[2] Revlon, Inc. is a debtor and debtor-in-possession in Case No. 22-10760 (DSJ)pending in the United States Bankruptcy Court for the Southern District of New York (the "Court").

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

[2] For purposes of this Declaration: (i) a "Substantial Shareholder" is any Entity or individual that has Beneficial Ownership of at least 2,610,232 shares and warrants exercisable for shares of Common Stock (representing approximately 4.5% of all issued and outstanding shares of Common Stock, treating each warrant exercisable for shares as an outstanding share for this purpose); (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of section 382 of the Internal Revenue Code, the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service and includes direct, indirect ownership (but determined without regard to any rule that treats stock of an entity as to which the constructive ownership rules apply as no longer owned by that entity) (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity) and (5) to the extent set forth in Treasury Regulations section 1.382-4, a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); (iii) an "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether such interest is contingent or otherwise not currently exercisable; and (iv) an "Entity" is any "entity" as such term is defined in Treasury Regulations

PLEASE TAKE FURTHER NOTICE that, if applicable, on _____ __, 2022, the undersigned party served a declaration of status as a Substantial Shareholder as set forth therein.

PLEASE TAKE FURTHER NOTICE that the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock and/or Options to acquire _____shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Transfer, the undersigned party proposes to sell, trade, or otherwise transfer Beneficial Ownership of _____ shares of Common Stock or an Option with respect to _____ shares of Common Stock. If the Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of _____ shares of Common Stock and/or Options to acquire _____ shares of Common Stock after such transfer becomes effective.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock [Docket No. ___] (the "Order"), this declaration (this "Declaration") is being served upon (i) the Debtors, One New York Plaza, New York NY 10004. (Attn.: Andrew Kidd); (ii) proposed counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019 (Attn.: Kyle Kimpler and Robert Britton); (iii) the Office of the United States Trustee for the Southern District of New

section 1.382-3(a), including any group of persons acting pursuant to a formal or informal understanding among coordinated acquisition of the Common Stock.

York, 201 Varick St, New York, NY 10014 (Attn.: Brian Masumoto); (iv) counsel to any statutory committees appointed in the chapter 11 cases (each, an "Official Committee"), including Brown Rudnick LLP as counsel to the official committee of unsecured creditors, and (v) counsel to the Ad Hoc Group of BrandCo Lenders, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn: Eli J. Vonnegut, Joshua Y. Sturm and Stephanie P. Massman) in each case to allow actual receipt by no later than 4:00 p.m. (prevailing Eastern Time) on [_____].

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Procedures set forth therein.

PLEASE TAKE FURTHER NOTICE that the Debtors have 5 business days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors file an objection, such Proposed Transfer will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and nonappealable order of the Court. If the Debtors do not object within such 5 business day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party selling, trading, or otherwise transferring Beneficial Ownership of additional shares of Common Stock and/or Options to acquire shares of Common Stock will each require an additional notice to be served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this

Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By: _____
Name: _____
Address: _____
_____
Telephone: _____
Facsimile: _____

Dated: _____ __, 20__
_____, _____
(City) (State)

Exhibit 1D

Declaration of Intent to Pledge Common Stock

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., *et al.*,[1]	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 32**

DECLARATION OF INTENT TO PLEDGE COMMON STOCK

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to create, incur or grant a (i) Lien[2] upon one or more shares of common stock of Revlon, Inc. (the "Common Stock") and/or Options, whether actually owned or owned through

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

[2] For purposes of this Declaration: (i) a "Substantial Shareholder" is any Entity or individual that has Beneficial Ownership of at least 2,610,232 shares and warrants exercisable for shares of Common Stock (representing approximately 4.5% of all issued and outstanding shares of Common Stock, treating each warrant exercisable for shares as an outstanding share for this purpose); (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of section 382 of the Internal Revenue Code, the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service and includes direct, indirect ownership (but determined without regard to any rule that treats stock of an entity as to which the constructive ownership rules apply as no longer owned by that entity) (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity) and (5) to the extent set forth in Treasury Regulations section 1.382-4, a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); (iii) an "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether such interest is contingent or otherwise not currently exercisable; (iv) an "Entity" is any "entity" as such term is defined in Treasury Regulations section 1.382-3(a), including any group of persons acting pursuant to a formal or informal understanding among coordinated acquisition of the Common Stock and (v) a "Lien" is any mortgage, pledge, hypothecation, collateral assignment, encumbrance, lien (statutory or other), charge or other security interest or any other security agreement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

Beneficial Ownership, or (ii) Lien upon an equity interest in an entity that owns directly or indirectly no material assets other than Common Stock and/or Options (the "Proposed Pledge"). Revlon, Inc. is a debtor and debtor-in-possession in Case No. 22-10760 (DSJ) pending in the United States Bankruptcy Court for the Southern District of New York (the "Court").

PLEASE TAKE FURTHER NOTICE that, if applicable, on _____ __, 2022, the undersigned party served a declaration of status as a Substantial Shareholder as set forth therein.

PLEASE TAKE FURTHER NOTICE that the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock and/or Options to acquire _____shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Pledge, the undersigned party proposes to create, incur or grant a (i) Lien upon_____ shares of Common Stock and/or an Option with respect to _____ shares of Common Stock and/or (ii) Lien upon an equity interest in an entity which entity owns _____ shares of Common Stock and/or an Option with respect to _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock [Docket No. ___] (the "Order"), the undersigned party acknowledges that it is prohibited from consummating the Proposed Pledge unless and until the undersigned party complies with the Procedures set forth therein.

PLEASE TAKE FURTHER NOTICE that the Debtors have 5 business days after receipt of this Declaration to object to the Proposed Pledge described herein. If the Debtors file an objection, such Proposed Pledge will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and nonappealable order of the Court. If the Debtors do not object within such 5 business day period, then after expiration of such period the Proposed Pledge may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By: _____
Name: _____
Address: _____
_____
Telephone: _____
Facsimile: _____

Dated: _____, 20__
_____, _____
(City) (State)

Exhibit 1E

Declaration of Intent to Exercise Remedies

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., *et al.*,[1]	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 32**

DECLARATION OF INTENT TO EXERCISE REMEDIES

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to foreclose, take title to, transfer or otherwise dispose of (an "Exercise of Remedies") (i) common stock of Revlon, Inc. (the "Common Stock") and/or Options, whether actually owned or owned through Beneficial Ownership[2], or (ii) an equity interest in an entity that owns directly

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

[2] For purposes of this Declaration: (i) a "Substantial Shareholder" is any Entity or individual that has Beneficial Ownership of at least 2,610,232 shares and warrants exercisable for shares of Common Stock (representing approximately 4.5% of all issued and outstanding shares of Common Stock, treating each warrant exercisable for shares as an outstanding share for this purpose); (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of section 382 of the Internal Revenue Code, the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service and includes direct, indirect ownership (but determined without regard to any rule that treats stock of an entity as to which the constructive ownership rules apply as no longer owned by that entity) (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity) and (5) to the extent set forth in Treasury Regulations section 1.382-4, a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); (iii) an "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether such interest is contingent or otherwise not currently exercisable; (iv) an "Entity" is any "entity" as such term is defined in Treasury Regulations section 1.382-3(a), including any group of persons acting pursuant to a formal or informal understanding among coordinated acquisition of the Common Stock and (v) a "Lien" is any mortgage, pledge, hypothecation, collateral assignment, encumbrance, lien (statutory or other), charge or other security interest or any other security

or indirectly no material assets other than Common Stock and/or Options, in each case that either (A) the undersigned should know based on information reasonably available to it (including, for the avoidance of doubt, any publicly available information) is with respect to Common Stock and/or Options, or equity interests, held by a Substantial Shareholder or (B) which Exercise of Remedies would cause the undersigned to become a Substantial Shareholder. Revlon, Inc. is a debtor and debtor-in-possession in Case No. 22-10760 (DSJ) pending in the United States Bankruptcy Court for the Southern District of New York (the "Court").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Exercise of Remedies, the undersigned party proposes to foreclose, take title to, transfer or otherwise dispose of (i)_____ shares of Common Stock and/or an Option with respect to _____ shares of Common Stock and/or (ii) an equity interest in an entity that owns _____ shares of Common Stock and/or an Option with respect to _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock [Docket No. ___] (the "Order"), this declaration (this "Declaration") is being served upon (i) the Debtors, One New York Plaza, New York NY 10004. (Attn.: Andrew Kidd); (ii) proposed counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019 (Attn.: Kyle Kimpler and Robert Britton); (iii) the Office of the United States Trustee for the Southern District of New

agreement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

York, 201 Varick St, New York, NY 10014 (Attn.: Brian Masumoto); (iv) counsel to any statutory committees appointed in the chapter 11 cases (each, an "Official Committee"), including Brown Rudnick LLP as counsel to the official committee of unsecured creditors, and (v) counsel to the Ad Hoc Group of BrandCo Lenders, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn: Eli J. Vonnegut, Joshua Y. Sturm and Stephanie P. Massman) in each case to allow actual receipt by no later than 4:00 p.m. (prevailing Eastern Time) on [_____].

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Exercise of Remedies unless and until the undersigned party complies with the Procedures set forth therein.

PLEASE TAKE FURTHER NOTICE that the Debtors have 5 business days after receipt of this Declaration to object to the Exercise of Remedies described herein. If the Debtors file an objection, such Exercise of Remedies will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and nonappealable order of the Court. If the Debtors do not object within such 5 business day period, then after expiration of such period the Proposed Pledge may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party consummating an Exercise of Remedies, selling, trading, or otherwise transferring Beneficial Ownership of additional shares of Common Stock and/or Options to acquire shares of Common Stock, or granting any Lien with respect to Common Stock and/or Options to acquire shares of Common Stock or a Beneficial Interest therein will each require an additional notice to be served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By: _____
Name: _____
Address: _____
_____
Telephone: _____
Facsimile: _____

Dated: _____, 20__
_____, _____
(City) (State)

Exhibit 1F

Declaration of Status as 50% Shareholder

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., *et al.*,[1]	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 32**

DECLARATION OF STATUS AS A 50% SHAREHOLDER

PLEASE TAKE NOTICE that the undersigned party is/has become a 50% Shareholder with respect to the common stock of Revlon, Inc. (the "Common Stock") or any Beneficial Ownership therein.[2] Revlon, Inc. is a debtor and debtor-in-possession in Case No. 22-10760 (DSJ) pending in the United States Bankruptcy Court for the Southern District of New York (the "Court").

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

[2] For purposes of this Declaration: (i) 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 Internal Revenue Code (the "IRC") and the applicable Treasury Regulations); (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of section 382 of the IRC, the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service and includes direct, indirect ownership (but determined without regard to any rule that treats stock of an entity as to which the constructive ownership rules apply as no longer owned by that entity) (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity) and (5) to the extent set forth in Treasury Regulations section 1.382-4, a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); (iii) an "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether such interest is contingent or otherwise not currently exercisable; and (iv) an "Entity" is any "entity" as such term is defined in Treasury Regulations section 1.382-3(a), including any group of persons acting pursuant to a formal or informal understanding among coordinated acquisition of the Common Stock.

PLEASE TAKE FURTHER NOTICE that, as of _____ __, 2022, the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock. The following table sets forth the date(s) on which the undersigned party acquired Beneficial Ownership or otherwise has Beneficial Ownership of such Common Stock:

Number of Shares	**Date Acquired**

(Attach additional page or pages if necessary)

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock [Docket No. ___] (the "Order"), this declaration (this "Declaration") is being served upon (i) the Debtors, One New York Plaza, New York NY 10004. (Attn.: Andrew Kidd); (ii) proposed counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019 (Attn.: Kyle Kimpler and Robert Britton); (iii) the Office of the United States Trustee for the Southern District of New York, 201 Varick St, New York, NY 10014 (Attn.: Brian Masumoto); (iv) counsel to any statutory committees appointed in the chapter 11 cases (each, an "Official Committee"), including Brown Rudnick LLP as counsel to the official committee of unsecured creditors, and (v) counsel to the Ad Hoc Group of BrandCo Lenders, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New

York, New York 10017 (Attn: Eli J. Vonnegut, Joshua Y. Sturm and Stephanie P. Massman) in each case to allow actual receipt by no later than 4:00 p.m. (prevailing Eastern Time) on [_____].

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of 50% Shareholder)

By: _____
Name: _____
Address: _____
_____
Telephone: _____
Facsimile: _____

Dated: _____ __, 20__
_____, _____
(City) (State)

Exhibit 1G

Declaration of Intent to Claim a Worthless Stock Deduction

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., *et al.*,[1]	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 32**

DECLARATION OF INTENT TO CLAIM A WORTHLESS STOCK DEDUCTION

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to claim a worthless stock deduction with respect to one or more shares of common stock of Revlon, Inc. (the "Common Stock") or any Beneficial Ownership therein.[2] Revlon, Inc. is a debtor and debtor-in-possession in Case No. 22-10760 (DSJ) pending in the United States Bankruptcy Court for the Southern District of New York (the "Court").

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

[2] For purposes of this Declaration: (i) 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 Internal Revenue Code (the "IRC") and the applicable Treasury Regulations); (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of section 382 of the IRC, the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service and includes direct, indirect ownership (but determined without regard to any rule that treats stock of an entity as to which the constructive ownership rules apply as no longer owned by that entity) (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity) and (5) to the extent set forth in Treasury Regulations section 1.382-4, a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); (iii) an "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether such interest is contingent or otherwise not currently exercisable; and (iv) an "Entity" is any "entity" as such term is defined in Treasury Regulations section 1.382-3(a), including any group of persons acting pursuant to a formal or informal understanding among coordinated acquisition of the Common Stock.

PLEASE TAKE FURTHER NOTICE that, if applicable, on _____ __, 2022, the undersigned party served a declaration of status as a 50% Shareholder as set forth therein.

PLEASE TAKE FURTHER NOTICE that the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that the undersigned party proposes to declare for [federal/a specified state] tax purposes that _____ shares of Common Stock became worthless during the tax year ending _____ (the "Proposed Worthlessness Claim").

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock [Docket No. ___] (the "Order"), this declaration (this "Declaration") is being served upon (i) the Debtors, One New York Plaza, New York NY 10004. (Attn.: Andrew Kidd); (ii) proposed counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019 (Attn.: Kyle Kimpler and Robert Britton); (iii) the Office of the United States Trustee for the Southern District of New York, 201 Varick St, New York, NY 10014 (Attn.: Brian Masumoto); (iv) counsel to any statutory committees appointed in the chapter 11 cases (each, an "Official Committee"), including Brown Rudnick LLP as counsel to the official committee of unsecured creditors, and (v) counsel to the Ad Hoc Group of BrandCo Lenders, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn: Eli J. Vonnegut, Joshua Y. Sturm and Stephanie P. Massman) in each case to allow actual receipt by no later than 4:00 p.m. (prevailing Eastern Time) on [_____].

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that the Debtors have 5 business days after receipt of this Declaration to object to the Proposed Worthlessness Claim described herein. If the Debtors file an objection, such Proposed Worthlessness Claim will not be effective unless such objection is withdrawn by the Debtors or such action is approved by a final order of the Bankruptcy Court that becomes nonappealable. If the Debtors do not object within such 5 business day period, then after expiration of such period the Proposed Worthlessness Claim may proceed solely as set forth in this Notice.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party purchasing, acquiring, or otherwise accumulating, or selling, trading or otherwise transferring Beneficial Ownership of additional shares of Common Stock will each require an additional notice served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By: _____
Name: _____
Address: _____
_____
Telephone: _____
Facsimile: _____

Dated: _____ __, 20__

_____, _____
(City) (State)

Exhibit 1H

Notice of Substantial Claim Ownership

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., *et al.*,[1]	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 32**

NOTICE OF SUBSTANTIAL CLAIM OWNERSHIP

1. **PLEASE TAKE NOTICE** that, pursuant to that certain Final Order Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Stock of, and Claims Against, the Debtors, dated [_____], 2022, Docket No. [__] (with all exhibits thereto, the "Final Order"), [person (including any Entity)] hereby provides notice that the undersigned party beneficially owns either (i) more than $[ ] of Claims[2] against the Debtors or (ii) a lesser amount of Claims that (based on the applicable information set forth in the Proposed 382(*l*)(5) Disclosure Statement), when taking into account any Owned Interests beneficially owned by a holder of Claims (including under the aggregation rules described in the definition of Substantial Claimholder), could result in such holder of Claims holding the Applicable Percentage of New Common Stock.

2. **PLEASE TAKE FURTHER NOTICE** that the following table sets forth the following information:

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in **Exhibit 1** to the Final Order.

3. In the case of Claims that are owned directly by the undersigned party, the table sets forth the dollar amount of all Claims beneficially owned (as hereinafter defined) by the undersigned party (categorized by class or other applicable classification).

4. In the case of Claims that are not owned directly by the undersigned party but nonetheless are beneficially owned by the undersigned party, the table sets forth (a) the name(s) of each record or legal owner of such Claims that are beneficially owned by the undersigned party and (b) the dollar amount of all Claims beneficially owned by such undersigned party (categorized by class or other applicable classification).

Class	*Description of Claim*	*Name of Owner*	*Dollar Amount Owned*

(Attach additional page if necessary.)

5. **PLEASE TAKE FURTHER NOTICE** that the following table sets forth a summary of the Protected Amount for each class (or other applicable classification) of Claims beneficially owned by the undersigned party (whether owned by the undersigned party directly or indirectly) and that undersigned party will provide any additional information in respect of such Claims that the Debtors reasonably request.

Class	*Description of Claim*	*Name of Owner*	*Protected Amount*

(Attach additional page if necessary.)

6. **PLEASE TAKE FURTHER NOTICE** that the following table sets forth the following information:

7. In the case of Owned Interests that are owned directly by the undersigned party, the table sets forth (a) the type and number of any Owned Interests beneficially owned (or that are subject to Options that are beneficially owned) by the undersigned party and (b) the date(s) on which such Owned Interests (and Options to acquire the same) were acquired (categorized by class or other applicable classification);

8. In the case of Owned Interests that are not owned directly by the undersigned party but nonetheless are beneficially owned by the undersigned party, the table sets forth (a) the name(s) of each record or legal owner of such Owned Interests that are beneficially owned by the undersigned party, (b) the type and number of any such Owned Interests beneficially owned (or that are subject to Options that are beneficially owned) by such undersigned party, and (c) the date(s) on which such Owned Interests (and Options to acquire the same) were acquired (categorized by class or other applicable classification).

9. The undersigned party will provide any additional information in respect of such Owned Interests that the Debtors reasonably request.

Name of Owner	*Type and Number of Owned Interests Owned*	*Type and Number of Owned Interests Subject to Options Owned*	*Date Acquired*

(Attach additional page if necessary.)

10. **PLEASE TAKE FURTHER NOTICE** that, under penalty of perjury, the undersigned party hereby [agrees ☐ / does not agree ☐— **PLEASE CHECK AS APPLICABLE**]

that it will not acquire beneficial ownership of additional Owned Interests (and Options to acquire the same) before Debtors' emergence from bankruptcy protection and that it immediately will dispose of any Owned Interests (and Options to acquire the same) that were acquired on or after the Petition Date and prior to submitting this Notice.

11. **PLEASE TAKE FURTHER NOTICE** that, the taxpayer identification number of the undersigned party is _____.

12. **PLEASE TAKE FURTHER NOTICE** that, under penalty of perjury, the undersigned party hereby declares that it has examined this Notice and accompanying attachments (if any) and, to the best of its knowledge and belief, this Notice and any attachments which purport to be part of this Notice are true, correct, and complete.

[[IF APPLICABLE:] The undersigned party is represented by [name of law firm], [address], [phone], (Attn: [name of attorney]).]

Respectfully submitted,

_____
[Name of Party]

By: _____
Name: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
Date: _____

Exhibit 1I

Notice of Request to Purchase, Acquire, or Otherwise Accumulate a Claim

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., *et al.*,[1]	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 32**

NOTICE OF REQUEST TO PURCHASE, ACQUIRE, OR OTHERWISE ACCUMULATE A CLAIM AGAINST THE DEBTORS

1. **PLEASE TAKE NOTICE** that, pursuant to that certain Final Order Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Stock of, and Claims Against, the Debtors, dated [_____], 2022, Docket No. [__] (with all exhibits thereto, the "Final Order"), [person (including any Entity)] hereby provides notice of (i) its intent to purchase, acquire, or otherwise accumulate directly a Claim[2] or Claims against the Debtors and/or (ii) a proposed purchase or acquisition of Claims that, following the proposed acquisition, would be beneficially owned by the undersigned party (any proposed transaction described in (i) or (ii), a "Proposed Transfer").

2. **PLEASE TAKE FURTHER NOTICE** that, if applicable, on [prior date(s)], the undersigned party served a Notice of Substantial Claim Ownership with the Plan Proponent, counsel to the Plan Proponent, and counsel to any Official Committee.

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[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in **Exhibit 1** to the Final Order.

3. **PLEASE TAKE FURTHER NOTICE** that, the undersigned party is filing this notice as (check one):

A person (including any Entity) that served or was required to serve a Notice of Substantial Claim Ownership	
A person (including any Entity) that, upon consummation of the Proposed Transfer, would have been required to serve a Notice of Substantial Claim Ownership (if the proposed acquisition date had been the Determination Date)	

4. **PLEASE TAKE FURTHER NOTICE**, that the following tables set forth the following information:

5. In the case of Claims and/or Owned Interests that are owned directly by the undersigned party, the tables set forth (a) the dollar amount of all Claims and the type and number of Owned Interests (and Options to acquire the same) beneficially owned by the undersigned party (categorized by class or other applicable classification) and, (b) if applicable, the date such Owned Interests (or Options to acquire the same) were acquired.

6. In the case of Claims and/or Owned Interests that are not owned directly by the undersigned party but nonetheless are beneficially owned by the undersigned party, the tables set forth (a) the name(s) of each record or legal owner of the Claims and/or Owned Interests (and Options to acquire the same) that are beneficially owned by the undersigned party, (b) the dollar amount of all Claims and the type and number of Owned Interests beneficially owned by the undersigned party (categorized by class or other applicable classification), and, (c) if applicable, the date such Owned Interests (and Options to acquire the same) were acquired.

7. The undersigned party will provide any additional information in respect of such Claims and/or Owned Interests that the Debtors reasonably request.

Class	*Description of Claim*	*Name of Owner*	*Dollar Amount Owned*

(Attach additional page if necessary.)

Name of Owner	*Type and Number of Owned Interests Owned*	*Type and Number of Owned Interests Subject to Options Owned*	*Date Acquired*

(Attach additional page if necessary.)

8. **PLEASE TAKE FURTHER NOTICE** that, the following table sets forth a summary of the Protected Amount for each class (or other applicable classification) of Claims beneficially owned by the undersigned party (whether owned by the undersigned party directly or indirectly).

9. The undersigned party will provide any additional information in respect of such Claims that the Debtors reasonably request.

Class	*Description of Claim*	*Name of Owner*	*Protected Amount*

(Attach additional page if necessary.)

10. **PLEASE TAKE FURTHER NOTICE** that, the following table sets forth the following information:

11. If the Proposed Transfer involves the purchase or acquisition of Claims directly by the undersigned party, the table sets forth the dollar amount of all Claims (categorized by class or other applicable classification) proposed to be purchased or acquired.

12. If the Proposed Transfer involves the purchase or acquisition of Claims by a person (including any Entity) other than the undersigned party, but the Proposed Transfer nonetheless would increase the dollar amount of Claims that are beneficially owned by the undersigned party, the table sets forth (a) the name(s) of each such person that proposes to purchase or acquire such Claims and (b) the dollar amount of all Claims (categorized by class or other applicable classification) proposed to be purchased or acquired.

Class	*Description of Claim*	*Name of Owner*	*Dollar Amount to be Acquired*

(Attach additional page if necessary.)

13. **PLEASE TAKE FURTHER NOTICE** that, if the Proposed Transfer involves a purchase or acquisition of Claims directly by the undersigned party and such Proposed Transfer would result in (a) an increase in the beneficial ownership of Claims by a person (including any Entity) (other than the undersigned party) that currently is a Substantial Claimholder or (b) a person's (other than the undersigned party) becoming a Substantial Claimholder, the following tables set forth (i) the name of each such person, (ii) the dollar amount of all Claims beneficially owned by such person currently (i.e., prior to the Proposed Transfer) (categorized by class or other applicable classification), (iii) the dollar amount of all Claims that would be beneficially owned by such person immediately following the Proposed Transfer (categorized by class or other applicable classification), (iv) the number and type of Owned Interests (and Options to acquire the

same) beneficially owned by such person as of the date of the Proposed Transfer (categorized by class or other applicable classification), and (v) the date such Owned Interests (and Options to acquire the same) were acquired:

Class	*Description of Claim*	*Name of Owner*	*Dollar Amount of Claims Owned Currently (i.e., Prior to Proposed Transfer)*	*Dollar Amount of Claims to be Owned Following Proposed Transfer*

(Attach additional page if necessary.)

Name of Owner	*Type and Number of Owned Interests Owned*	*Type and Number of Owned Interests Subject to Options Owned*	*Date Acquired*

(Attach additional page if necessary.)

14. **PLEASE TAKE FURTHER NOTICE** that, the undersigned party [agreed ☐ / did not agree ☐— **PLEASE CHECK AS APPLICABLE**] in its Notice of Substantial Claim Ownership served that it would not acquire beneficial ownership of additional Owned Interests (and Options to acquire the same) before the Debtors' emergence from bankruptcy protection and that it immediately would dispose of any Owned Interests (and Options to acquire the same) that were acquired on or after the Petition Date and prior to submitting its Notice of Substantial Claim Ownership, and the undersigned party has complied with and intends to continue to comply with such statement.

15. **PLEASE TAKE FURTHER NOTICE** that, if the Plan Proponent approves the Proposed Transfer and the undersigned party did not previously serve a Notice of Substantial Claim Ownership, the undersigned party, under penalty of perjury, hereby [agrees ☐ / does not agree ☐— **PLEASE CHECK AS APPLICABLE**] that it will not acquire beneficial ownership of additional Owned Interests (and Options to acquire the same) before the Debtors' emergence from bankruptcy protection and that it immediately will dispose of any Owned Interests (and Options to acquire the same) that were acquired on or after the Petition Date and prior to submitting this Notice.

16. **PLEASE TAKE FURTHER NOTICE** that, the taxpayer identification number of the undersigned party is _____.

17. **PLEASE TAKE FURTHER NOTICE** that, under penalty of perjury, the undersigned party hereby declares that it has examined this Notice and accompanying attachments (if any), and, to the best of its knowledge and belief, this Notice and any attachments which purport to be part of this Notice are true, correct, and complete.

18. **PLEASE TAKE FURTHER NOTICE** that, the undersigned party hereby acknowledges that, if the Plan Proponent does not approve the Proposed Transfer in writing within eight days after the filing of this Notice, such Proposed Transfer shall be deemed rejected. If the Plan Proponent provides written authorization approving the Proposed Transfer prior to the end of such eight business day period, then such Proposed Transfer may proceed solely as specifically described in this Notice.

19. This Notice is given in addition to, and not as a substitute for, any requisite notice under Rule 3001(e) of the Federal Rules of Bankruptcy Procedure.

[IF APPLICABLE:] The undersigned party is represented by [name of law firm], [address], [phone], (Attn: [name of attorney]).

Respectfully submitted,

_____
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_____
[Name of Party]

By:_____
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Name: _____
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Address: _____
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Telephone: _____
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Facsimile: _____
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Date: _____
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Exhibit 1J

Notice of Compliance

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
REVLON, INC., *et al.*,[1]	Case No. 22-10760 (DSJ)
Debtors.	(Jointly Administered)
	Re: Docket No. 32

NOTICE OF COMPLIANCE

1. PLEASE TAKE NOTICE that, pursuant to that certain Final Order Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Stock of, and Claims Against, the Debtors, dated [_____], 2022, Docket No. [__] (with all exhibits thereto, the "Final Order"), [person (including any Entity)] hereby provides notice that undersigned party has complied in full with the terms and conditions set forth in the Final Order and as further set forth in the Sell-Down Notice[2] issued to undersigned party, such that (i) undersigned party does not and will not beneficially own an Excess Amount of Claims as of the Sell-Down Date and at all times through the effective date of the 382(*l*)(5) Plan and (ii) if undersigned party so agreed in its Notice of Substantial Claim Ownership, undersigned party does not and will not beneficially own any Owned Interests (and Options to acquire the same) unless acquired prior to the Petition Date.

2. PLEASE TAKE FURTHER NOTICE that the taxpayer identification number of undersigned party is _____.

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in **Exhibit 1** to the Final Order.

[IF APPLICABLE:] The undersigned party is represented by [name of law firm], [address], [phone], (Attn: [name of attorney]).

Respectfully submitted,

_____
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[Name of Party]

By:_____
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Name: _____
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Address: _____
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Telephone: _____
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Facsimile: _____
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Date: _____

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TAB C

THIS IS **EXHIBIT "C"** REFERRED TO IN THE

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 17th DAY OF AUGUST, 2022.

Jayne Cooke

A Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., *et al.*,[1]	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 10**

FINAL ORDER (A) AUTHORIZING THE PAYMENT OF CERTAIN PREPETITION TAXES AND FEES AND (B) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order"), (a) authorizing the Debtors to remit and pay certain accrued and outstanding prepetition Taxes and Fees in the ordinary course of their businesses, including those obligations subsequently determined upon audit or otherwise to be owed for prepetition periods 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 pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and this Court having the power to 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

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

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

found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion ~~and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing")~~; and a Certificate of No Objection having been filed; 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: **[DSJ 7/21/22]**

1. The Motion is granted on a final basis as set forth herein.

2. Subject to the limitations set forth in paragraph 3 of this Order, the Debtors are authorized, but not directed, to (a) pay or remit the Taxes and Fees accrued prior to the Petition Date that will become payable during the pendency of these chapter 11 cases at such time when the Taxes and Fees are payable in the ordinary course of their businesses and consistent with past practices and (b) pay or remit Taxes and Fees that arise in the ordinary course of their businesses on a postpetition basis.

3. The authority set forth in this Order is subject to the following limitations: (a) the Debtors may not make payments to M&F under the Tax Sharing Agreement in excess of $150,000.00 in the aggregate, (b) nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due, and (c) every Friday, the Debtors shall deliver to the Committee's and Ad Hoc Group of BrandCo Lenders' advisors a preliminary flash report of all payments of Taxes and Fees accrued prior to the Petition Date made in accordance with this Final Order, which shall contain (i) the name of the recipient, (ii) the amount of the payment, and (iii) the payment date.

4. The Debtors are authorized, but not directed, to pay claims of the Third-Party Service Providers in the ordinary course of their businesses and consistent with their prepetition practices.

5. Notwithstanding anything to the contrary in this Final Order, nothing contained in the Motion or this Final Order, and no action taken pursuant to such relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor, under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law. The rights of all parties in interest are expressly reserved.

6. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, whether such checks or other requests were submitted prior to, on, or after, the Petition Date, provided that sufficient funds are on deposit and standing in the Debtors'

credit in the applicable bank accounts to cover such payments, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

7. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the Taxes and Fees to the extent payment thereof is authorized pursuant to relief granted herein.

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

9. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

New York, New York
Dated: July 21, 2022

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

TAB D

THIS IS **EXHIBIT "D"** REFERRED TO IN THE

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 17th DAY OF AUGUST, 2022.

Jayne Cooke

A Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., *et al.*,[1]	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 8**

FINAL 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

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order"), (a) authorizing the Debtors to (i) pay certain prepetition employee wages, salaries, other compensation, and reimbursable employee expenses, and (ii) continue employee benefits programs in the ordinary course, including payment of certain prepetition obligations related thereto, 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 pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and this Court having the power to enter a final order consistent with Article III of the United States Constitution; and this Court having found that

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

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

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 Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing 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 on a final basis as set forth herein.

2. Subject to the limitations set forth in paragraph 3 of this Final Order, the Debtors are authorized, but not directed, to continue and/or modify, change, or discontinue (each, a "Modification") the Employee Compensation and Benefits Programs (other than the LTIP and as set forth below), all in accordance with historical practice and to honor and pay, in the ordinary course and in accordance with the Debtors' prepetition policies and prepetition practices, any obligations on account of the Employee Compensation and Benefits Programs, irrespective of whether such obligations arose prepetition or postpetition.

3. The authority set forth in this Final Order is subject to the following limitations:

(a) The Debtors shall notify counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 cases (the "Committee") and counsel to the Ad Hoc Group of BrandCo Lenders of any Modifications that have a cost in excess of $1,000,000 as soon as commercially reasonable after implementation of any such Modifications.

(b) Before making any initial payments in excess of the Priority Caps to any former non-union employees on account of Non-Insider Severance Benefits owed as of the Petition Date (the "Non-Priority Non-Union Severance Payments"), the Debtors shall provide eight days' advance notice (the "Severance Notice Period") to the Committee and counsel to the Ad Hoc Group of BrandCo Lenders. If the Committee or the Ad Hoc Group of BrandCo Lenders raises an objection within three days of receiving such notice, in writing, to payment of any Non-Priority Non-

Union Severance Payments to a particular individual, and the Debtors and the Committee or the Ad Hoc Group of BrandCo Lenders, as applicable, cannot reach an agreement regarding the payment of Non-Priority Non-Union Severance Payments to such individual, the Committee or the Ad Hoc Group of BrandCo Lenders, as applicable, shall file an objection with this Court prior to the expiration of the Severance Notice Period, and the Debtors shall not make any Non-Priority Non-Union Severance Payments to such individual absent further order of the Court.

(c) Absent further Court order or the consent of the Committee and the Ad Hoc Group of BrandCo Lenders, the Debtors may not accelerate any payments on account of the Employee Compensation and Benefits Programs not otherwise due.

(d) Every Friday, the Debtors shall deliver to the Committee's advisors and to counsel to the Ad Hoc Group of BrandCo Lenders a preliminary flash report of all payments of prepetition amounts to Employee Compensation and Benefits Programs-related service providers made in accordance with this Final Order. Such report shall contain (i) the name of the recipient, (ii) the amount of the prepetition payment, and (iii) the projected payment date.

4. Before making any initial payments to any Employee under the Non-Insider Severance Benefits and the Union Severance Program, the Debtors shall provide five days' advance notice to the U.S. Trustee, counsel to the Committee, and counsel to the Ad Hoc Group of BrandCo Lenders of (a) the title of the Employee, (b) the amount of the payment to such Employee, and (c) the proposed payment date. The Debtors shall supplement such notice to the U.S. Trustee, counsel to the Committee, and counsel to the Ad Hoc Group of BrandCo Lenders with five days' advance notice solely with respect to any additional recipients on an ongoing basis.

5. For the avoidance of doubt, the Debtors are authorized to make all payments under the Union Severance Program for union employees terminated both before and after the Petition Date, subject to the requirement set forth in paragraph 4 of this Final Order.

6. Nothing in this Final Order should be construed as approving any transfer pursuant to 11 U.S.C. § 503(c), and a separate motion will be filed for any requests that are governed by section 503(c); *provided* that nothing herein shall prejudice the Debtors' ability to seek approval for such relief pursuant to section 503(c) of the Bankruptcy Code at a later time.

7. No payment to any employee may be made to the extent that it is a transfer in derogation of section 503(c) of the Bankruptcy Code. This Final Order does not implicitly or explicitly approve any bonus plan, incentive plan, severance plan or other plan covered by section 503(c) of the Bankruptcy Code; *provided* that nothing herein shall prejudice the Debtors' ability to seek approval for such relief pursuant to section 503(c) of the Bankruptcy Code at a later time.

8. The Debtors shall not make any non-ordinary course bonus, incentive, or severance payments to any insiders (as such term is defined in section 101(31) of the Bankruptcy Code) without further order of this Court.

9. Pursuant to section 362(d) of the Bankruptcy Code, (a) Employees are authorized to proceed with their workers' compensation claims in the appropriate judicial or administrative forum under the Workers' Compensation Program, and the Debtors are authorized to pay all prepetition amounts relating thereto in the ordinary course of their businesses and (b) the notice requirements pursuant to Bankruptcy Rule 4001(d) with respect to clause (a) are waived. This modification of the automatic stay pertains solely to claims under the Workers' Compensation Program and any such claims must be pursued in accordance with the applicable Workers' Compensation Program. Payment on account of any recoveries obtained in connection with a claim brought pursuant to this paragraph is limited to the terms and conditions of the applicable Workers' Compensation Program, including with regard to any policy limits or caps.

10. Notwithstanding anything to the contrary in this Final Order, nothing contained in the Motion or this Final Order, and no action taken pursuant to such relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor, under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver

of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law. The rights of all parties in interest are expressly reserved.

11. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, whether such checks or other requests were submitted prior to, on, or after, the Petition Date, provided that sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payments, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

12. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts

owed in connection with the Employee Compensation and Benefits Programs to the extent payment thereof is authorized pursuant to the relief granted herein.

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

14. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

New York, New York
Dated: July 22, 2022

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

TAB E

THIS IS **EXHIBIT "E"** REFERRED TO IN THE

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 17th DAY OF AUGUST, 2022.

Jayne Cooke

A Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., et al.,	)	Case No. 22-10760 (DSJ)
Debtors.[1]	)	(Jointly Administered)
	)	**Re: Docket No. 14**

FINAL ORDER (A) AUTHORIZING THE DEBTORS TO CONTINUE AND RENEW THEIR SURETY BOND PROGRAM AND (B) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a Final Order (this "Final Order"), (a) authorizing the Debtors to continue and renew the Surety Bond Program in the ordinary course of their businesses consistent with historical practice, 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 pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and this Court having the power to 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 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

1 The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

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

Motion ~~and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing")~~; **and a Certificate of No Objection having been filed**; 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: **[DSJ 7.21.22]**

1. The Motion is granted on a final basis as set forth herein.

2. Subject to the limitations set forth in paragraph 3 of this Final Order, the Debtors are authorized, but not directed, to maintain the Surety Bond Program, including by paying the Premiums and Brokerage Fees (including any such obligations that arose prior to the Petition Date), maintaining existing collateral, posting new or additional collateral or issuing letters of credit, renewing or entering into new surety bonds, and executing other agreements in connection with the Surety Bond Program, in each case, in the ordinary course of their businesses on a postpetition basis consistent with historical practice.

3. The authority set forth in this Final Order is subject to the following limitations:

(a) The Debtors shall not be permitted to make payments on prepetition obligations pursuant to this Final Order in excess of $15,000.

(b) The Debtors will notify counsel to the Official Committee of Unsecured Creditors (the "Committee") and counsel to the Ad Hoc Group of BrandCo Lenders if the Debtors increase, decrease or terminate existing surety coverage, change surety carriers, enter into any new agreements in connection with the surety bond program or obtain additional surety bonds.

(c) Every Friday, the Debtors shall deliver to the Committee's advisors and to counsel to the Ad Hoc Group of BrandCo Lenders a preliminary flash report of all payments of prepetition amounts made in accordance with this Final Order. Such report shall contain (i) the name of the recipient, (ii) the amount of the prepetition payment, and (iii) the projected payment date.

4. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due.

5. Notwithstanding anything to the contrary in this Final Order, nothing contained in the Motion or this Final Order, and no action taken pursuant to such relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor, under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law. The rights of all parties in interest are expressly reserved.

6. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, whether such checks or other requests were submitted prior to, on, or after, the Petition Date, provided that sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payments, and all such banks and financial

institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

7. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

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

9. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

New York, New York
Dated: July 21, 2022

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

TAB F

THIS IS **EXHIBIT "F"** REFERRED TO IN THE

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 17th DAY OF AUGUST, 2022.

Jayne Cooke

A Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
REVLON, INC., *et al.*, [1]	Case No. 22-10760 (DSJ)
	(Jointly Administered)
Debtors.	**Re: Docket No. 9**

FINAL ORDER (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

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of this final order (this "Final Order"), (a) authorizing the Debtors to pay in the ordinary course of their businesses pre-Petition Date claims held by certain (i) Lien Claimants, (ii) Import Claimant, (iii) 503(b)(9) Claimants, (iv) Foreign Vendors, and (v) Critical Vendors, collectively, in an amount not to exceed $40.4 million on an interim basis and $79.4 million on a final basis, (b) confirming the administrative expense priority of outstanding orders, and (c) 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 pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York,* dated January 31, 2012; and this Court having the power to

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

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

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 Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion ~~and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing");~~ **and a Certificate of No Objection having been filed**; 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: **[DSJ 7.21.22]**

1. The Motion is granted on a final basis as set forth herein.

2. Subject to the limitations set forth in paragraph 4 of this Order, the Debtors are authorized, but not directed, to pay the Vendor Obligations in an aggregate amount not to exceed $79.4 million on a final basis.

3. Notwithstanding anything to the contrary contained in the Motion, the Debtors may consider, subject to providing advance notice as reasonably practicable to the Ad Hoc Group of BrandCo Lenders and the Committee of Unsecured Creditors (the "Committee"), a vendor a Critical Vendor if the Debtors determine that failure to pay such vendor's pre-Petition Date claims will have a material impact on the Debtors' operations.

4. The authority set forth in this Final Order is subject to the following limitations:

   a) the Debtors shall consult with the Ad Hoc Group of BrandCo Lenders and the Committee as reasonably practicable, including providing the Committee draft trade agreements (if applicable), prior to entering into trade agreements that include materially different terms than those provided in the Sample Trade Agreement attached to the Motion at Exhibit D and/or that provide a waiver of the Debtors' claims against the counterparty vendor;

b) the Debtors shall not make any payments under this Final Order (i) on account of any pre-Petition Date claims to any non-Debtor affiliate or an affiliate of an insider (as such term is defined by the Bankruptcy Code) or (ii) on account of any pre-Petition Date claims for which any non-Debtor affiliate or an affiliate of an insider is a co-obligor, in each instance, without providing five (5) days' advance notice to the Ad Hoc Group of BrandCo Lenders and the Committee; and

c) every Friday, the Debtors shall deliver to the Ad Hoc Group of BrandCo Lenders and the Committee's advisors trade agreements executed during the previous week and a preliminary flash report of all payments made under this Final Order. Such report shall contain (i) the name of the recipient, (ii) the amount of the pre-Petition Date payment, (iii) the estimated preliminary payment date, (iv) the estimated total of open pre-Petition Date invoices in the Debtors' systems, and (v) upon reasonable request, the Debtors shall provide the Committee's advisors and the advisors of the Ad Hoc Group of BrandCo Lenders with an update on the vendors performing under Customary Terms.

5. The Debtors are authorized, but not directed, in their sole discretion and in the reasonable exercise of their business judgement, to require that, as a condition to receiving any payment under this Final Order, a payee maintain or apply, as applicable, Customary Terms and pre-Petition Date claim discounts. The Debtors' reserve the right to require more favorable trade terms with any holder of a Vendor Obligation as a condition to payment of any pre-Petition Date claim. If a payee, after receiving a payment under this Final Order, ceases to provide Customary Terms or to supply the Debtors, then the Debtors may, in their sole judgment, deem such payment to apply instead to any post-Petition Date amount that may be owing to such payee or treat such payment as an avoidable unauthorized post-Petition Date transfer of property. Any party that accepts payment from the Debtors on account of a Vendor Obligation shall be deemed to have agreed to the terms and provisions of this Final Order. All agreements with vendors to provide Customary Terms will terminate upon entry of an order converting the Debtors' Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code.

6. The Debtors are authorized, but not directed, in the reasonable exercise of their business judgment, to settle or release any and all claims of the Debtors' estates against the Vendor Claimants with the prior consent of the Ad Hoc Group of BrandCo Lenders and the Committee.

7. Notwithstanding anything to the contrary in this Final Order, nothing contained in the Motion or this Final Order, and no action taken pursuant to such relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor, under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law. The rights of all parties in interest are expressly reserved.

8. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the pre-Petition Date obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, whether such checks or other requests were submitted prior to, on, or after, the Petition Date, *provided* that sufficient funds are on deposit and standing in the

Debtors' credit in the applicable bank accounts to cover such payments, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

9. The Debtors are authorized, but not directed, to issue post-Petition Date checks, or to effect post-Petition Date fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to pre-Petition Date amounts owed in connection with Vendor Obligations to the extent payment thereof is authorized pursuant to the relief granted herein.

10. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with Section 503(b)(1)(A) of the Bankruptcy Code; provided that nothing in this order shall determine the pre-Petition Date or post-Petition Date status of goods in transit as of the Petition Date.

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

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

New York, New York
Dated: July 21, 2022

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

TAB G

THIS IS **EXHIBIT "G"** REFERRED TO IN THE

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 17th DAY OF AUGUST, 2022.

Jayne Cooke

A Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., *et al.*,[1]	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 7**

FINAL 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

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order"), (a) authorizing the Debtors to (i) continue to operate their Cash Management System and maintain their existing Bank Accounts and Investment Accounts, (ii) honor certain prepetition and postpetition obligations related thereto, (iii) maintain existing Business Forms in the ordinary course of business, and (iv) continue to perform Intercompany Transactions with each other and with a non-debtor affiliate consistent with historical practices, 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 pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

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

this Court **having concluded that it** may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion ~~and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing")~~; **and a Certificate of No Objection having been filed**; 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: **[DSJ 7/21/22]**

1. The Motion is granted on a final basis only as set forth herein.

2. The Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System and honoring any prepetition obligations related to the use thereof, including any ordinary course Bank Fees; (b) designate, maintain, close, and continue to use on a final basis their existing Bank Accounts, including, but not limited to, the Bank Accounts identified on **Exhibit 1** hereto, in the names and with the account numbers existing immediately before the Petition Date; (c) deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, and other debits; (d) treat their prepetition Bank Accounts for all purposes as debtor-in-possession accounts; and (e) open new debtor-in-possession Bank Accounts; *provided*, that in the case of (a) through (e), such action is taken in the ordinary course of business and consistent with historical practices.

3. The Debtors are authorized, but not directed, to continue using the Purchase Cards Program in the ordinary course of business and consistent with prepetition practices, including by paying prepetition and postpetition obligations outstanding with respect thereto, subject to the limitations of this Final Order and any order of this Court granting the Wages Motion, and any other applicable interim and/or final orders of this Court.

4. The Debtors are authorized, but not directed, to continue utilizing the Bank Accounts in the ordinary course of their businesses and consistent with prepetition practices.

5. Pursuant to a mutually agreed arrangement between the Debtors and the U.S. Trustee, the Debtors are in compliance with section 345(b) of the Bankruptcy Code.

6. For the banks at which the Debtors hold Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, within fifteen (15) days of the date of entry of this Final Order, the Debtors shall (a) contact such bank, (b) provide such bank with each of the Debtors' employer identification numbers, and (c) identify each of their Bank Accounts held at such bank as being held by a debtor-in-possession in the Debtors' bankruptcy cases.

7. The Debtors are authorized, but not directed, to continue using, in their present form, the Business Forms, as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date; *provided*, *however*, that once the Debtors have exhausted their existing stock of Business Forms and checks, they shall ensure that any new Business Forms and checks are clearly labeled "Debtor-in-Possession" and *provided*, *further*, that with respect to any Business Forms and checks that are generated electronically, the Debtors shall ensure that such electronic Business Forms and checks are clearly labeled "Debtor-in-Possession."

8. The Cash Management Banks at which the Bank Accounts are maintained are authorized to (a) continue to service and administer the Bank Accounts as accounts of the Debtors

as debtors in possession, without interruption and in the ordinary course of business and consistent with historical practices, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wire transfers, and ACH transfers issued, whether before or after the Petition Date, and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be, and (b) debit the Debtors' accounts in the ordinary course of business and consistent with historical practices, without the need for further order of this Court for (i) all checks drawn on the Debtors' accounts which are cashed at such Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date, (ii) all checks or other items deposited in one of the Debtors' accounts with such Cash Management Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date, and (iii) all applicable fees and expenses, including the Bank Fees, associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition, from the applicable Bank Accounts consistent with historical practice, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such returned items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers, in each case in the ordinary course of business and consistent with historical practices.

9. Any existing deposit agreements between or among the Debtors, the Cash Management Banks, and other parties shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all of the provisions of

such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect unless otherwise ordered by the Court, and the Debtors and the Cash Management Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and cash management procedures in the ordinary course of business, consistent with historical practices, including, without limitation, the opening and closing of bank accounts, subject to the terms and conditions of this Final Order.

10. The Debtors will instruct the Cash Management Banks as to which checks, drafts, wire transfers (excluding any wire transfers that the Cash Management Banks are obligated to settle), or other items presented, issued, or drawn, shall not be honored. Except for those checks, drafts, wires, or other ACH transfers that are authorized or required to be honored under an order of the Court, no Debtor shall instruct or request any Cash Management Bank to pay or honor any check, draft, or other payment item issued on a Bank Account prior to the Petition Date but presented to such Cash Management Bank for payment after the Petition Date.

11. All banks maintaining any of the Bank Accounts that are provided with notice of this Final Order shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop payment orders in accordance with the documents governing such Bank Accounts.

12. Subject to the terms set forth herein, the Cash Management Banks may rely on the representations of the Debtors with respect to whether any check, draft, wire, transfer, or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order or any other order of the Court, and such Cash Management Banks shall not have any liability to any party for relying on such representations by the Debtors as provided for herein, and no bank that honors a prepetition check or other item drawn on any

account that is the subject of this Final Order at the direction of the Debtors to honor such prepetition check or item, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Final Order.

13. As soon as practicable after entry of this Final Order, the Debtors shall serve a copy of this Final Order on the Cash Management Banks.

14. With respect to Intercompany Transactions:

(a) The Debtors are authorized, but not directed, to continue engaging in Intercompany Transactions in connection with the Cash Management System in the ordinary course of business and consistent with historical practices; *provided* that the Debtors are not authorized to pay prepetition Intercompany Claims owed to non-Debtor affiliates; *provided, further* that nothing in this Final Order shall authorize payments to or for the benefit of any direct or indirect equity holders of Revlon, Inc. Each Debtor shall (i) continue to pay its own obligations consistent with such Debtor's past practice with respect to Intercompany Transactions, and in no event shall any of the Debtors pay for the prepetition or postpetition obligations incurred or owed by any of the other Debtors inconsistent with such past practices; (ii) shall put in place accounting procedures to identify and distinguish Intercompany Transactions; and (iii) shall provide reasonable access to such records to the Committee, the Ad Hoc Group of BrandCo Lenders, and the U.S. Trustee, including by providing a report to the Committee, the Ad Hoc Group of BrandCo Lenders, and the U.S. Trustee 30 days after month-end, detailing opening and ending intercompany balances between and among all Debtors and non-Debtor affiliates and delineating intercompany receivables and payables by entity (with a variance).

(b) Any transfer of cash by a Debtor or for the benefit of a non-Debtor affiliate shall be (a) in accordance with the Approved Budget (as defined in the DIP Order) (subject to permitted variances), and (b) (i) evidenced by a promissory note (which note may be a master note governing all transfers between certain entities) or (ii) in exchange for a postpetition intercompany payable.

(c) All inter-Debtor Intercompany Transactions authorized hereunder that result in an Intercompany Claim are hereby accorded superpriority administrative expense status under sections 503(b) and 364(c)(1) of the Bankruptcy Code, which, except as otherwise provided in the DIP Order with respect to the Intercompany DIP Obligations, shall be unsecured and junior in priority only to the DIP Obligations, the Carveout, and the 507(b) Claims (each, as defined in the DIP Orders).

15. Subject to the terms hereof, the Debtors are authorized, but not directed, to open new bank accounts or close any existing Bank Accounts, as they may deem necessary and appropriate in their reasonable business judgment, in each case in the ordinary course of business and consistent with historical practices; *provided* that any new bank account shall be at a bank that is an authorized depository or at a bank that is willing to execute a Uniform Depository Agreement with the U.S. Trustee; *provided, further*, that the Debtors shall give notice to: (a) counsel to the Ad Hoc Group of BrandCo Lenders prior to the Debtors opening any new bank accounts or closing any existing Bank Accounts; (b) counsel to the Official Committee of Unsecured Creditors; and (c) the U.S. Trustee, in each case within fifteen (15) days after opening any new bank account or closing any existing Bank Accounts. The relief granted in this Final Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a "Bank Account," and to the bank at which such account is opened,

which bank shall be deemed a "Cash Management Bank." Nothing contained in the Motion or this Final Order shall be construed to (or authorize the Debtors to) (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

16. *JP Morgan Letters of Credit*. Pursuant to the Continuing Agreement for Standby Letters of Credit, dated May 6, 2021, the Assignment of Deposits, dated October 20, 2020 and the Amended and Restated Assignment of Deposits, dated June 7, 2021, in each case between Revlon Consumer Products Corporation and JPMorgan Chase Bank, N.A. (together the "JPMC LC Agreements"), JPMorgan Chase Bank, N.A. ("JPMC") has issued letters of credit in the aggregate face amount of approximately $2,345,857.71 (the "JPMC LCs") for the account of one or more Debtors and the Debtors have provided cash collateral in the amount of approximately $2,580,443.48 to JPMC (the "JPMC Cash Collateral"). The Debtors agree that JPMC is entitled to Adequate Protection of its interest in the JPMC Cash Collateral and the Debtors are authorized to provide such Adequate Protection in accordance with this paragraph of this Order. The JPMC Cash Collateral will (i) continue to be held by JPMC during the pendency of the Debtors Chapter 11 Cases in accordance with the terms of the JPMC LC Agreements, and (ii) continue to secure all reimbursement obligations and the payment of fees, costs and expenses now or hereafter owing to JPMC in respect of the JPMC LCs, all of which shall continue to accrue and be payable to JPMC in accordance with the JPMC LC Agreements (collectively, the "JPMC LC Obligations"). JPMC is hereby authorized to apply all or any portion of the JPMC Cash Collateral to the payment of the JPMC LC Obligations from time to time without further notice to or consent by the Debtors or any other party in interest and without further order of the Court. Notwithstanding anything to the

contrary in this or any other Order, (a) JPMC's lien on the JPMC LC Cash Collateral shall not be subject or subordinate to the Carve Out, the DIP Liens, the Adequate Protection Liens, the Prior Permitted Liens or the Prepetition Liens, and (b) JPMC shall be entitled to an allowed administrative expense claim in an amount equal to the JPMC LC Obligations (but limited to the amount of the JPMC Cash Collateral) in each of the Cases and in any Successor Cases (the "JPMC Adequate Protection Claim"). The JPMC Adequate Protection Claim shall be senior to all other administrative claims (including the Carve Out, the DIP Superpriority Claim and the Prepetition Superpriority Claims). The JPMC Cash Collateral shall be returned to the Debtors upon (x) the expiration of the JPMC LCs, (y) the provision to JPMC of a backup LC satisfactory to JPMC, or (z) the return of the undrawn JPMC LCs.

17. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due.

18. Nothing in this Final Order shall permit the Debtors to engage in transfers of the Debtors' property outside of the ordinary course of business.

19. Notwithstanding anything to the contrary in this Final Order, nothing contained in the Motion or this Final Order, and no action taken pursuant to such relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor, under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any transfer or claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume,

adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law. The rights of all parties in interest are expressly reserved. Without limitation of the foregoing, this Order shall not prevent any Debtor, the Committee or other parties in interest from filing an objection to any specific Intercompany Transaction or set of Intercompany Transactions on any ground.

20. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with any order entered by the Court approving the entry into any postpetition debtor-in-possession financing facility and any budget in connection therewith and/or authorizing the Debtors' use of cash collateral and any budget in connection therewith.

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

22. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

New York, New York
Dated: July 21, 2022

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

Exhibit 1

Debtor Bank Accounts

	Entity	Bank Name	Account Number (last 4 digits)	Account Type	USD Equivalent Balance
1	Beautyge Brands USA, Inc.	JP Morgan	x3509	R-Pro Disbursement Accounts	$100
2	Beautyge U.S.A., Inc.	JP Morgan	x1735	R-Pro Operating Accounts	$54,920
3	DF Enterprises, Inc.	Bank of America	x2587	EA Intercompany Accounts	–
4	Elizabeth Arden (Canada) Limited	Bank of America	x6201	EA Canadian Accounts	–
5	Elizabeth Arden (Canada) Limited	Bank of America	x6219	EA Canadian Accounts	$1,659,731
6	Elizabeth Arden (Financing), Inc.	Bank of America	x0977	EA Disbursement Accounts	$2,282
7	Elizabeth Arden (UK) Ltd.	HBSC London	x9135	EA United Kingdom Accounts	$580,565
8	Elizabeth Arden (UK) Ltd.	HBSC London	x8217	EA United Kingdom Accounts	–
9	Elizabeth Arden (UK) Ltd.	HBSC London	x7556	EA United Kingdom Accounts	–
10	Elizabeth Arden (UK) Ltd.	HSBC Dublin	x3405	EA United Kingdom Accounts	$179,788
11	Elizabeth Arden Travel Retail, Inc.	Bank of America	x9054	EA Disbursement Accounts	–
12	Elizabeth Arden USC, LLC	Bank of America	x4126	EA Disbursement Accounts	–
13	Elizabeth Arden, Inc.	Bank of America	x6699	EA Collection Accounts	$297,884
14	Elizabeth Arden, Inc.	Bank of America	x0623	EA Operating Account	$50,755
15	Elizabeth Arden, Inc.	Bank of America	x6177	EA Disbursement Accounts	–
16	Elizabeth Arden, Inc.	Bank of America	x8127	EA Disbursement Accounts	$0
17	Elizabeth Arden, Inc.	Bank of America	x7583	EA Collection Accounts	–
18	Elizabeth Arden, Inc.	Bank of America	x8935	EA Collection Accounts	–
19	Elizabeth Arden, Inc.	Bank of America	x5635	EA Collection Accounts	–

	Entity	Bank Name	Account Number (last 4 digits)	Account Type	USD Equivalent Balance
20	Elizabeth Arden, Inc.	Bank of America	x5981	EA Collection Accounts	–
21	Elizabeth Arden, Inc.	Bank of America	x8546	EA Collection Accounts	–
22	Elizabeth Arden, Inc.	Bank of America	x2490	EA Collection Accounts	–
23	Elizabeth Arden, Inc.	Bank of America	x7884	EA Collection Accounts	–
24	Elizabeth Arden, Inc.	Bank of America	x8427	EA Collection Accounts	–
25	Elizabeth Arden, Inc.	Bank of America	x9552	EA Collection Accounts	–
26	Elizabeth Arden, Inc.	Bank of America	x1100	EA Collection Accounts	–
27	Elizabeth Arden, Inc.	Bank of America	x1472	EA Collection Accounts	–
28	Elizabeth Arden, Inc.	Bank of America	x4916	EA Collection Accounts	–
29	Elizabeth Arden, Inc.	Bank of America	x8640	EA Collection Accounts	–
30	Elizabeth Arden, Inc.	Bank of America	x4260	EA Collection Accounts	–
31	Elizabeth Arden, Inc.	Bank of America	x8988	EA Collection Accounts	–
32	Elizabeth Arden, Inc.	Bank of America	x0045	EA Disbursement Accounts	–
33	Elizabeth Arden, Inc.	Bank of America	x2755	EA Collection Accounts	$23,978
34	FD Management, Inc.	Bank of America	x2579	EA Intercompany Accounts	–
35	Revlon (Puerto Rico) Inc.	Citibank	x5584	Revlon Puerto Rico Accounts	$730,038
36	Revlon (Puerto Rico) Inc.	Citibank	x5698	Revlon Puerto Rico Accounts	$124,004
37	Revlon (Puerto Rico) Inc.	BNY Mellon	x8036	Revlon Puerto Rico Accounts	$2,186
38	Revlon Canada Inc.	TD Bank	x6715	Revlon Canadian Accounts	$108,270
39	Revlon Canada Inc.	TD Bank	x3008	Revlon Canadian Accounts	$2,896,347
40	Revlon Canada Inc.	TD Bank	x4633	Revlon Canadian Accounts	$88,155

	Entity	Bank Name	Account Number (last 4 digits)	Account Type	USD Equivalent Balance
41	Revlon Canada Inc.	TD Bank	x3420	Revlon Canadian Accounts	$639,095
42	Revlon Canada Inc.	TD Bank	x6909	Revlon Canadian Accounts	$21,876
43	Revlon Consumer Products Corporation	Citibank	x4291	Revlon Disbursement Accounts	$68,144
44	Revlon Consumer Products Corporation	Citibank	x8786	Revlon Collection Accounts	$568
45	Revlon Consumer Products Corporation	Citibank	x8807	Revlon Collection Accounts	$771
46	Revlon Consumer Products Corporation	Citibank	x8815	Revlon Disbursement Accounts	$23,529
47	Revlon Consumer Products Corporation	Citibank	x3729	Revlon Collection Accounts	$109
48	Revlon Consumer Products Corporation	Citibank	x0259	Revlon Collection Accounts	–
49	Revlon Consumer Products Corporation	Citibank	x5042	Revlon Collection Accounts	$3,129
50	Revlon Consumer Products Corporation	Citibank	x5397	Revlon Disbursement Accounts	$578,753
51	Revlon Consumer Products Corporation	Citibank	x5426	Revlon Treasury Account	$253,660
52	Revlon Consumer Products Corporation	Citibank	x5442	Revlon Disbursement Accounts	$254,120
53	Revlon Consumer Products Corporation	BNY Mellon	x0223	Revlon Collection Accounts	$3,198
54	Revlon Consumer Products Corporation	Suntrust	x2922	Revlon Collection Accounts	$3,553,065
55	Revlon Consumer Products Corporation	Wells Fargo	x7175	Revlon Operating Accounts	$2,833
56	Revlon Consumer Products Corporation	JP Morgan	x7379	Revlon Collateral Account	$2,768,188
57	Revlon Consumer Products Corporation	Cowen & Company	x3753	Revlon Investment Accounts	–
58	Revlon Consumer Products Corporation	Goldman Sachs	x5030	Revlon Investment Accounts	–
59	Revlon Government Sales, Inc.	Citibank	x8751	Revlon Collection Accounts	–
60	Revlon Government Sales, Inc.	BNY Mellon	x0697	Revlon Collection Accounts	$94,912
61	Revlon International - U.K. Branch	Citibank	x2373	Revlon United Kingdom Accounts	$188

	Entity	Bank Name	Account Number (last 4 digits)	Account Type	USD Equivalent Balance
62	Revlon International - U.K. Branch	Citibank	x1020	Revlon United Kingdom Accounts	$28
63	Revlon International - U.K. Branch	Citibank	x8318	Revlon United Kingdom Accounts	$32,527
64	Revlon International - U.K. Branch	Citibank	x1012	Revlon United Kingdom Accounts	$400,912
65	Revlon International - U.K. Branch	Barclays	x7628	Revlon United Kingdom Accounts	$28,406
66	Revlon International Corporation	Citibank	x8743	Revlon Collection Accounts	–
67	Revlon, Inc.	Citibank	x0122	Revlon Operating Accounts	–
68	Riros Corporation	Citibank	x8735	Revlon Collection Accounts	–
69	Roux Laboratories, Inc.	JP Morgan	x8509	R-Pro Disbursement Accounts	$41,811
70	Roux Laboratories, Inc.	JP Morgan	x3669	R-Pro Collection Account	$59,724

TAB H

THIS IS **EXHIBIT "H"** REFERRED TO IN THE

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 17th DAY OF AUGUST, 2022.

Jayne Cooke

A Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., *et al.*,[1]	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 13**

FINAL 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

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order"), (a) authorizing the Debtors to maintain and administer the Customer Programs and honor certain pre-Petition Date obligations related thereto, 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 pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and this Court having the power to enter this 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 Debtors' notice of

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

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

the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion ~~and having heard the statements in support of the relief requested therein at a hearing before this Court~~; **and a Certificate of No Objection having been filed**; 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: **[DSJ 7.21.22]**

1. The Motion is granted on a final basis as set forth herein.

2. Subject to the limitations set forth in paragraph 3 of this Final Order, the Debtors are authorized, but not directed, to continue to administer the Customer Programs[3] and to honor any pre-Petition Date obligations related to the Customer Programs, in each case, in the ordinary course of business and consistent with past practice; provided that the aggregate amount of cash payments made by the Debtors pursuant to this Final Order shall not exceed $15.9[4] million.

3. The authority set forth in this Final Order is subject to the following limitations:

a) the Debtors shall not make any payments under this Final Order (i) on account of any pre-Petition Date claims to any non-Debtor affiliate or an affiliate of an insider (as such term is defined by the Bankruptcy Code) or (ii) on account of any pre-Petition Date claims for which any non-Debtor affiliate or an affiliate of an insider is a co-obligor, in each instance, without providing five (5) days' advance notice to the Ad Hoc Group of BrandCo Lenders and the Official Committee of Unsecured Creditors (the "Committee"); provided that such limitation does not apply to payments made on account of pre-Petition Date claims of the Coupon Processor as authorized under this Final Order; provided further that the Debtors shall provide

[3] In addition to the Customer Programs described in the Motion [ECF No. 13], the Debtors' Customer Programs include relationships with (i) certain merchandiser companies (the "Merchandisers") who, among other services, place, organize, remove, and restock the Debtors' products on the shelves of their Retailers and (ii) Commission Junction, a company that manages a network of online publishers who drive e-commerce sales through offering various rewards to Consumers (e.g., rebates, coupons, and discounts). Commission Junction facilitates payments of earned commissions to each of the publishers on the Debtors' behalf.

[4] In addition to the $9.6 million in relief requested in the Motion, the Debtors owe approximately $3.8 million to the Merchandisers and $2.5 million to Commission Junction on account of pre-Petition Date obligations.

the Ad Hoc Group of BrandCo Lenders and the Committee ten (10) days' advance notice before making any payments to the Coupon Processor under this Final Order;

b) nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due; and

c) every Friday, the Debtors shall deliver to the Ad Hoc Group of BrandCo Lenders and the Committee's advisors a preliminary flash report of all payments made under this Final Order. Such report shall contain (i) the name of the Recipient, (ii) the amount of the payment, (iii) the estimated preliminary payment date, and (iv) the category of Customer Programs to which the payment is applicable.

4. Notwithstanding anything to the contrary in this Final Order, nothing contained in the Motion or this Final Order, and no action taken pursuant to such relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor, under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law. The rights of all parties in interest are expressly reserved.

5. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the pre-Petition Date obligations approved herein are

authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, whether such checks or other requests were submitted prior to, on, or after, the Petition Date, *provided* that sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payments, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

6. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to pre-Petition Date amounts owed in connection with any Customer Programs to the extent payment thereof is authorized pursuant to the relief granted herein.

7. As it relates to American Express and the Payment Purchasing Agreement with the Debtors (the "PPA"), the automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified to permit the terms of the PPA to remain in full force and effect, and for American Express to settle pre- and post-petition liabilities and claims, to enforce protective actions and holdback rights, and to process payments, including deducting and netting arrangements for chargebacks, returns, and processing fees, in accordance with the terms of the PPA and in a manner consistent with its ordinary course of business. American Express is authorized to realize and effectuate all post-petition benefits under the PPA.

8. Nothing contained in the Motion or this Final Order is intended or should be construed to create an administrative priority claim on account of any of the Customer Programs.

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

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

New York, New York
Dated: July 21, 2022

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

TAB I

THIS IS **EXHIBIT "I"** REFERRED TO IN THE

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 17th DAY OF AUGUST, 2022.

Jayne Cooke

A Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., *et al.*,[1]	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 12**

FINAL 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

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order"), (i) authorizing the Debtors to (a) continue insurance coverage entered into prepetition and satisfy prepetition obligations related thereto in the ordinary course of their business, (b) renew, amend, supplement, extend, or purchase insurance coverage in the ordinary course of their businesses, and (c) continue to pay Brokerage Fees, (d) honor the terms of the premium financing agreement and pay premiums thereunder, and (e) enter into new premium financing agreements in the ordinary course of their businesses, and (ii) 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 pursuant to

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

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

28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and this Court having the power to 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 Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the ~~Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing")~~; and a Certificate of No Objection having been filed; 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:

[DSJ 7.21.22]

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, to:

   a. continue the Insurance Policies,[3] including, but not limited to, the Insurance Policies identified on Exhibit C to the Motion, and pay any prepetition or postpetition obligations related to the Insurance Policies, (including Deductibles, administration costs, expenses, surcharges, service fees, any amounts owed on account of the Third Party Administrator Fees, and any amounts owed to the Brokers on account of the Brokerage Fees, including any amounts that may be owing under the Reimbursement Agreement solely to the extent related to the foregoing and all other amounts arising under or in connection with the Insurance Policies) in each case, in the ordinary course of the Debtors' business and consistent with past practices;

   b. renew, amend, supplement, extend, or purchase insurance policies, or to modify any Collateral Requirements, in the ordinary course of their

[3] The term Insurance Policies includes all insurance policies issued or providing coverage at any time to any of the Debtors or their predecessors, whether expired, current or prospective, and any agreements and other documents related thereto, whether or not listed on Exhibit C to the Motion.

businesses and consistent with past practices to the extent that the Debtors determine that such action is in the best interest of their estates; provided, however, that the Debtors shall provide the Ad Hoc Group of BrandCo Lenders and the Official Committee of Unsecured Creditors (the "Committee"), to the extent reasonably practicable, advance notice prior to renewal, surrender, cancellation or expiration of any insurance policy;

c. honor any amounts owed on account of any Insurance Policy Audits in the ordinary course of their business and consistent with past practices;

d. honor their obligations under the Premium Financing Agreements without interruption in the ordinary course of business and in accordance with the same practices and procedures as were in effect prior to the commencement of the Debtors' chapter 11 cases to the extent that the Debtors determine such action is in the best interests of their estates; and

e. enter into new premium financing agreements in the ordinary course of their businesses and consistent with past practices, to the extent the Debtors determine such action is in the best interest of the estate; provided, however, that the Debtors shall provide the Ad Hoc Group of BrandCo Lenders and the Committee, to the extent reasonably practicable, advance notice prior to entering into any new premium financing agreements.

3. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due.

4. Nothing in the Motion or this Final Order (i) alters or amends the terms and conditions of the Insurance Policies; (ii) relieves the Debtors of any of their obligations under the Insurance Policies; (iii) creates or permits a direct right of action against any Insurance Carrier[4] where such right of action does not already exist under applicable non-bankruptcy law; or (iv) precludes or limits, in any way, the rights of any Insurance Carrier to contest and/or litigate the existence, primacy and/or scope of available coverage under the Insurance Policies.

5. Notwithstanding anything to the contrary in this Final Order, nothing contained in the Motion or this Final Order, and no action taken pursuant to such relief requested or granted

[4] The term Insurance Carrier includes all insurers and third party administrators that have issued or entered into an Insurance Policy and any of their affiliates and successors.

(including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor, under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law. The rights of all parties in interest are expressly reserved.

6. In connection with and conditioned upon the effectiveness of a one-year extension of six of the Debtors' Insurance Policies (policy numbers: WC373702918; WC373703018; GLO373703118; BAP373703318; BAP948772211; 8833207) (including any related agreements, the "Extended Zurich Policies") issued by Zurich American Insurance Company ("Zurich") on terms agreed between the Debtors and Zurich, (i) the Debtors assume all of their obligations to Zurich under the Extended Zurich Policies, (ii) the automatic stay, if and to the extent applicable, shall not prohibit Zurich from canceling the Extended Zurich Policies or any other insurance policy of the Debtors issued by Zurich from time to time (any such policy, including any related agreements, together with the Extended Zurich Policies, the "Zurich Policies") in accordance with the terms thereof and applicable law, (iii) all collateral held by Zurich posted by the Debtors,

whether posted before or after the Petition Date, secures all obligations of the Debtors to Zurich no matter when they arise, (iv) the reimbursement obligations and any other obligations that arise post-petition, or are treated as post-petition, under any Zurich Policy (regardless of whether all or any part of such obligations are liquidated, due or paid before or after confirmation of a chapter 11 plan or conversion of one or more of the Debtors' chapter 11 cases to chapter 7) shall be administrative obligations entitled to priority under section 503(b) of the Bankruptcy Code and are actual and necessary expenses of the estates to be paid in the ordinary course of business, and (v) the Debtors' rights against all collateral held by Zurich, in whatever form, shall be governed by the terms of the Zurich Policies, and the Debtors shall not take any action against Zurich in its bankruptcy cases that is inconsistent with the terms of any of the Zurich Policies, including, without limitation, actions for turnover or estimation.

7. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, whether such checks or other requests were submitted prior to, on, or after, the Petition Date.

8. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the Insurance Policies to the extent payment thereof is authorized pursuant to the relief granted herein.

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

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

New York, New York
Dated: July 21, 2022

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

TAB J

THIS IS **EXHIBIT "J"** REFERRED TO IN THE

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 17th DAY OF AUGUST, 2022.

Jayne Cooke

A Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC., *et al.*,[1]	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 147**

ORDER (I) AUTHORIZING THE RETENTION AND PAYMENT, EFFECTIVE AS OF THE PETITION DATE, OF PROFESSIONALS UTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS AND (II) GRANTING CERTAIN RELATED RELIEF

Upon the Motion (the "Motion")[2] of the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned cases seeking entry of an order (this "Order"), authorizing the retention and payment, effective as of the Petition Date, of certain professionals employed by the Debtors in the ordinary course of their businesses without the submission of separate retention applications and the issuance of separate retention orders for each individual professional and granting certain related relief; 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 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

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

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

a 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. Pursuant to sections 105(a), 327, 328, and 330 of the Bankruptcy Code and Bankruptcy Rule 2014(a), to the extent deemed necessary or appropriate by the Debtors, the Debtors are authorized to employ Ordinary Course Professionals in the ordinary course of the Debtors' businesses, effective as of the Petition Date.

3. Subject to Paragraph 4 of this Order, the Debtors shall be permitted to pay each Ordinary Course Professional, without prior application to this Court, 100% of the fees and disbursements incurred by such professional, upon the submission to, and approval by, the Debtors of an appropriate invoice setting forth in reasonable detail the nature of the services rendered and disbursements actually incurred after the Petition Date, *provided*, however, that the fees for any one Ordinary Course Professional shall not exceed a total of, if such Ordinary Course Professional is a Tier 1 OCP (as set forth on **Exhibit 1** to the Order) $150,000 per month on average over a rolling three-month period and $1,800,000 in the aggregate, or, if such Ordinary Course Professional is a Tier 2 OCP, (as set forth on **Exhibit 1** to the Order) a total of $75,000 per month on average over a rolling three-month period and $900,000 in the aggregate, and for all Tier 2 OCPs (as set forth on **Exhibit 1** to the Order) the fees shall not exceed $5,000,000 in the aggregate, and for all Tier 3 OCPs (as set forth on **Exhibit 1** to the Order) the fees shall not exceed $5,000,000 in the aggregate, and for all Ordinary Course Professionals, the fees shall not exceed $18,000,000 in the aggregate (any and all fee limits in this paragraph, the "OCP Fee Limits").

4. The Debtors are hereby permitted to pay each Ordinary Course Professional, including but not limited to those identified on the OCP List attached to the Order as **Exhibit 1**, without prior application of this Court:

(a) In order to be retained, each Ordinary Course Professional shall file with the Court and serve a Declaration in Support of Ordinary Course Retention (each, an "OCP Declaration"), substantially in the form attached to the Order as **Exhibit 2**, on: (i) the Debtors, c/o Revlon, Inc., One New York Plaza, New York, New York 10004 (Attn: Andrew Kidd); (ii) proposed counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas New York, NY 10019 (Attn: Robert A. Britton, and Evan Rocher); (iii) counsel to the Official Committee of Unsecured Creditors, Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Bennett S. Silverberg and Tristan Axelrod); (iv) counsel to the Ad Hoc Group of BrandCo Lenders, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn: Eli J. Vonnegut and Stephanie P. Massman); and (v) the Office of the United States Trustee (the "U.S. Trustee"), U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY, 10014 (Attn: Brian Masumoto) (each, a "Notice Party" and collectively, the "Notice Parties").

(b) The Notice Parties shall have 14 days after the filing and service of an OCP Declaration to object to the retention of the Ordinary Course Professional filing such declaration (the "Objection Deadline"). Any objecting party shall serve its objection upon the Notice Parties and the relevant Ordinary Course Professional on or before the Objection Deadline. If an objection cannot be resolved within 14 days after the Objection Deadline, then the retention of the Ordinary Course Professional that is the subject of the objection shall be scheduled for hearing by the Debtors at the next regularly scheduled omnibus hearing date that is no less than 20 days from that date or on a date otherwise agreed to by the parties. The Debtors shall not be authorized to retain and pay such Ordinary Course Professional until all outstanding objections have been withdrawn, resolved, or overruled by an order of the Court.

(c) If no objection is received from any of the Notice Parties by the Objection Deadline with respect to an Ordinary Course Professional, the Debtors shall be authorized to retain and pay that Ordinary Course Professional in accordance with the OCP Procedures.

(d) The Debtors shall be permitted to pay each Ordinary Course Professional, without prior application to the Court, 100% of the fees and disbursements incurred by such professional, upon the submission to, and approval by, the Debtors of an appropriate invoice setting forth in reasonable detail the nature of the services rendered and disbursements actually incurred after the Petition Date; *provided*, however, that the fees and disbursements for any one Ordinary Course Professional shall not exceed any OCP Fee Limits.

(e) To the extent that an Ordinary Course Professional seeks compensation in excess of any OCP Fee Limits (the "Excess Fees"), such Ordinary Course Professional shall file with the Court a fee application for any Excess Fees in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the fee guidelines promulgated by the U.S. Trustee and any and all orders of the Court, unless the U.S. Trustee agrees otherwise.

(f) Other than Ordinary Course Professionals, all professionals employed by the Debtors to assist in the prosecution of these Chapter 11 Cases will be retained by the Debtors pursuant to separate retention applications. Such professionals will be compensated in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and other orders of this Court.

5. Any and all OCP Fee Limits may be increased by mutual agreement between the Debtors and the Notice Parties, *provided* that the Debtors shall file a notice with the Court of any such agreed increase, *provided, further,* that any such increase may be modified by order of the Court.

6. The Debtors may supplement or otherwise amend the OCP List as necessary or appropriate from time to time by filing a supplemental or amended OCP List with this Court. An Ordinary Course Professional listed on a supplemental or amended OCP List shall be retained and paid in accordance with the terms and conditions set forth above.

7. Notwithstanding any of the foregoing, the Debtors shall separately retain any Ordinary Course Professional that becomes materially involved in the administration of these Chapter 11 Cases pursuant to section 327 of the Bankruptcy Code.

8. The Debtors shall file and provide to (a) the U.S. Trustee, (b) counsel to any official committee appointed in these Chapter 11 Cases, and (c) all persons and entities that have filed a request for service of filings in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002, on a monthly basis (within a commercially reasonable period following each month), a preliminary flash report setting forth: (i) the name of the Ordinary Course Professional; (ii) the amount of compensation paid to such Ordinary Course Professional during such monthly period; and (iii) the

aggregate amount of compensation paid to such Ordinary Course Professional since the Petition Date.

9. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' or any other party in interest's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion or a finding that any particular claim is an administrative expense or other priority claim; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the rights of any party in interest under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

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

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

Dated: July 22, 2022
New York, New York

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

Exhibit 1

Nonexclusive Schedule of Ordinary Course Professionals

Vendor Name	Address	Description	OCP Tier
HAWKINS PARNELL & YOUNG LLP	EDWARD P. ABBOT 275 MADISON AVENUE, 10TH FLOOR NEW YORK, NY 10016	Legal Services - Litigation Personal Injury	Tier 1
JONES DAY	250 VESEY STREET NEW YORK,NY 10281	Legal Services - Negotiations	Tier 1
KING & SPALDING LLP	PO BOX 116133 ATLANTA,GA 30368-6133	Legal Services - Litigation Personal Injury	Tier 1
ADVOCACIA RODRIGUES DO AMARAL	10 EAST 40TH STREET 21ST FLOOR 10016 NEW YORK, NY 10016	Legal Services - Tax Litigation	Tier 2
COHEN, ZIFFER, FRENCHMAN & MCKENNA	1325 AVENUE OF THE AMERICAS NEW YORK, NY 10019	Legal Services – Insurance Counsel	Tier 2
CONYERS DILL AND PEARMAN	CLARENDON HOUSE 2 CHURCH STREET HAMILTON, HM11 BERMUDA	Legal Services - Bermuda General Corporate Counsel	Tier 2
COZEN AND O'CONNOR	1650 MARKET STREET, SUITE 2800 PHILADELPHIA,PA 19103	Legal Services – Counsel for ERISA/Employee Benefit Plans	Tier 2
CUATRECASAS GONCALVES PEREIRA	AVENIDA DIAGONAL 191 BARCELONA, 08018 SPAIN	Legal Services - Spanish General Corporate Counsel	Tier 2
DAVIS & GILBERT LLP	1675 BROADWAY NEW YORK,NY 10019	Legal Services - Intellectual Property Litigation	Tier 2

Vendor Name	Address	Description	OCP Tier
DORSEY AND WHITNEY LLP	50 SOUTH SIXTH STREET MINNEAPOLIS,MN 55402-1498	Legal Services - Intellectual Property	Tier 2
EVERSHEDS LLP	ONE WOOD STREET LONDON, EC2V7WS UNITED KINGDOM	Legal Services - Labor & Employment	Tier 2
FAEGRE DRINKER BIDDLE AND REATH	ONE LOGAN SQUARE, STE 2000 PHILADELPHIA,PA 19103-6996	Legal Services - Litigation	Tier 2
FOX ROTHSCHILD LLP	49 MARKET STREET MORRISTOWN,NJ 07960-5122	Legal Services - Environmental	Tier 2
GILBERT & TOBIN	200 L35 TOWER TWO INTER TOWERS SYDN BARANGAROO NEW SOUTH WALES 2000 AUSTRALIA	Legal Services – Australian Counsel	Tier 2
GROOM LAW GROUP	1701 PENNSYLVANIA AVENUE NW WASHINGTON, DC 20006	Legal Services - Benefit, Health and Retirement	Tier 2
HOLLAND & KNIGHT LLP	150 NORTH RIVERSIDE PLAZA CHICAGO, IL 60606	Legal Services – Environmental	Tier 2
HOMBURGER AG	HARDSTRASSE 201 PRIME TOWER ZURICH, 8037 SWITZERLAND	Legal Services – Swiss Counsel	Tier 2
J&A GARRIGUES S.L.P.	HERMOSILLA 3 MADRID, 28001 SPAIN	Legal Services - Corporate and Tax	Tier 2

Vendor Name	Address	Description	OCP Tier
JACKSON LEWIS PC	PO BOX 416019 BOSTON,MA 02241-6019	Legal Services - Labor & Employment	Tier 2
JENNER & BLOCK LLP	353 N CLARK STREET CHICAGO,IL 60654-3456	Legal Services – Economic Sanctions Compliance	Tier 2
KAISER BOHLER	RUE DES BATTOIRS 7 1205 GENÈVE SWITZERLAND	Legal Services - Swiss General Corporate Counsel	Tier 2
KIRKLAND & ELLIS	FIFTEENTH STREET N.W. WASHINGTON,DC 20005	Legal Services - Litigation	Tier 2
KRAMER LEVIN NAFTALIS & FRANKEL	1177 AVE OF THE AMERICAS NEW YORK,NY 10036	Legal Services - Litigation	Tier 2
LOYENS & LOEFF	FRED ROESKESTRAAT 100 1076 ED AMSTERDAM,NOORD-HOLLAND NETHERLANDS	Legal Services - Netherlands General Corporate Counsel	Tier 2
MORGAN LEWIS & BOCKIUS LLP	101 PARK AVENUE NEW YORK,NY 10178-0060	Legal Services - Labor & Employment, Corporate Counsel	Tier 2
OSLER HOSKIN & HARCOURT	PO BOX 50 TORONTO,ON M5X 1B8 CANADA	Legal Services - Canadian General Corporate Counsel	Tier 2
PHILLIPS MURRAH PC	ATTENTION: KAYCE GISINGER 101 N. ROBINSON, 13TH FLOOR	Legal Services – Litigation Personal Injury	Tier 2

Vendor Name	Address	Description	OCP Tier
	OKLAHOMA CITY,OK 73102		
PONTE ANDRADE CASANOVA	EDIF SAN J AVE SAN JUAN BOS, PISO 5 CARACAS, 1060 VENEZUELA	Legal Services - Litigation	Tier 2
SEGAL IMMIGRATION LAW	1352 BATHURST STREET, SUITE 201 TORONTO,ON M5H 3H7 CANADA	Legal Services - Canadian Immigration Counsel	Tier 2
SHIBOLET AND CO	4 BERKOWITZ ST TEL AVIV, 64238 ISRAEL	Legal Services - Israel General Corporate Counsel	Tier 2
STROOCK & STROOCK & LAVAN LLP	180 MAIDEN LANE NEW YORK,NY 10038-4982	Legal Services - Real Estate	Tier 2
TOZZINI, FREIRE, TEIXEIRA E SI	RUA BORGES LAGOA, VILA CLEMENT 1328 SÃO PAULO, 04038-904 BRAZIL	Legal Services - Brazilian General Corporate Counsel	Tier 2
VON WOBESER Y SIERRA SC	PASEO DE LOS TAMARINDOS 60 05120 MEXICO CITY	Legal Services – Mexican Counsel	Tier 2
WALKERS	190 ELGIN AVENUE GEORGE TOWN, KY1-9001 CAYMAN ISLANDS	Legal Services – Caymans Counsel	Tier 2
AAA LEGAL SERVICES	732 N DIAMOND BAR BLVD, SUITE 210 DIAMOND BAR, CA 91765	Legal Services - Trademark Counsel For Estonia, Latvia, Lithuania	Tier 3

Vendor Name	Address	Description	OCP Tier
ABENTE STEWART	EL DORADO NO 212 ASUNCION, 1586 PARAGUAY	Legal Services - Trademark Counsel For Paraguay	Tier 3
AJ PARK	LEVEL 22 1 WILLIS STREET WELLINGTON, 6021 NEW ZEALAND	Legal Services - Trademark Counsel For New Zealand	Tier 3
ALESSANDRI	701 BRICKELL AVE SUITE 2250 MIAMI,FL 33131	Legal Services - Trademark Counsel For Chile	Tier 3
AWA	STRANDGADE 56 COPENHAGEN K, 1401 DENMARK	Legal Services - Trademark Counsel For Denmark	Tier 3
BERESKIN & PARR LLP	SCOTIA PLAZA TORONTO,ON M5H 3Y2 CANADA	Legal Services - Trademark Counsel For Canada	Tier 3
BINSO INTELLECTUAL PROPERTY LAW FIRM	NARODENFRONT 7/4 P.O.BOX 768 SKOPJE, MACEDONIA 1000	Legal Services - Trademark Counsel For Macedonia	Tier 3
BIRD & BIRD	MAXIMILIANSPLATZ 22 MUNCHEN, 80333 GERMANY	Legal Counsel - European Patent	Tier 3
BRANN AB	BOX 17192 VASTGOTAGATAN 2 STOCKHOLM, 10462 SWEDEN	Legal Services - Trademark Counsel For Sweden	Tier 3
BUFETE MEJIA & ASOCIADOS	1 Y 2 CALLE S. O., 20 AVE. “A”, BO SAN PEDRO SULA, 504 HONDURAS	Legal Services - Trademark Counsel For Honduras	Tier 3

Vendor Name	Address	Description	OCP Tier
BUSTAMANTE FABARA	AV. RÍO AMAZONAS &, QUITO 170143, ECUADOR	Legal Services - Trademark Counsel For Ecuador	Tier 3
CABINET BOUKRAMI	P.O. BOX 157 CENTRE DE TRI ALGERIA	Legal Services - Trademark Counsel for Algeria	Tier 3
CABINET DE LESPINASSE	37, RUE BOIS PATATE HT 6115 PORT-AU-PRINCE, HAÏTI	Legal Services - Trademark Counsel For Haiti	Tier 3
CAMERON AND SHEPHERD	PO BOX 10109 GUYANA	Legal Services - Trademark Counsel For Guyana	Tier 3
CARRINGTON & SEALY	BELMONT HOUSE P. O. BOX 36 BELMONT ROAD ST. MICHAEL BARBADOS W.I.	Legal Services - Trademark Counsel For Barbados	Tier 3
CAVELIER ABOGADOS	CARRERA 4 #72- 35 EDIFICIO SISKI BOGOTA, 110221 COLOMBIA	Legal Services - Trademark Counsel For Colombia	Tier 3
CENTURY TRADEMARK AGENCIES	L G SMITH BLVD 48 BOX 1060 O'STAD	Legal Services - Trademark Counsel For Aruba	Tier 3
CERMAK A SPOL	ELISKY PESKOVE 735/15 PRAHA 5, 150 00 CZECH REPUBLIC	Legal Services - Trademark Counsel For Czech Republic and Slovak Republic	Tier 3
CLARKE MODET & CO	HUERFANOS 835, 10TH FL, SUITE 1001 SANTIAGO, CHILE	Legal Services - Trademark Counsel For Spain	Tier 3

Vendor Name	Address	Description	OCP Tier
CMS BUREAU FRANCIS LEFEBVRE	2 RUE ANCELLE, 92200 NEUILLY-SUR-SEINE, FRANCE	Legal Services - IP Counsel For France and the EU	Tier 3
CMS CAMERON MCKENNA LLP	160 ALDERSGATE STREET LONDON, EC1A4DD UNITED KINGDOM	Legal Services - IP Counsel For The United Kingdom and EU	Tier 3
CMS DERKS STAR BUSMANN N.V.	PARNASSUSWEG 737 AMSTERDAN, NETHERLANDS	Legal Services - IP Counsel For The Netherlands	Tier 3
CURACAO TRADEMARK AGENCY	PO BOX 686 WILLEMSTAD, 1000 BV CURACAO	Legal Services - Trademark Counsel For Sint Maarten, Curacao	Tier 3
DANNEMANN SIEMSEN	AVENIDA RODOLFO AMOEDO 300 BARRA DA TIJUCA, 22620-350 BRAZIL	Legal Services - Trademark Counsel For Brazil	Tier 3
DANUBIA PATENT AND LAW OFFICES	16 BAJCSY-ZS UT BUDAPEST H-1051, 00000 HUNGARY	Legal Services - Trademark Counsel For Hungary	Tier 3
DEACONS	18 CHATER ROAD ALEXANDRA HOUSE CENTRAL, HONG KONG	Legal Services - IP Counsel For China, Hong Kong, Macau, Mongolia, Myanmar	Tier 3
DERIS PATENTS & TRADEMARKS AGENCY	İNEBOLU SOKAK, NO:5 DERIS PATENT BUILDING KABATAŞ, SETÜSTÜ 34427 İSTANBUL	Legal Services - Trademark Counsel For Turkey	Tier 3

Vendor Name	Address	Description	OCP Tier
DOUBINSKY & OSHAROVA	ZHILYANSKA STREET THIRD FLOOR 37 KIEV, 01033 UKRAINE	Legal Services - Trademark Counsel For Ukraine	Tier 3
DR. ALEXANDER AGHAYAN & ASSOCIATES	NO. 78/3 GREGOR ARZROONIE KOMITAS YEREVAN 1135618861 ARMENIA	Legal Services - Trademark Counsel For Iran	Tier 3
DR. HELEN G. PAPACONSTANTINOU & PARTNERS	2 COUMBARI STREET ATHENS, 10674 GREECE	Legal Services - Trademark Counsel For Greece	Tier 3
DR. SHLOMO COHEN & CO.	B.S.R. TOWER 3 BNEI BRAK, 62038 ISRAEL	Legal Services - Trademark Litigation Counsel For Israel	Tier 3
F.R. KELLY	27 CLYDE ROAD DUBLIN, IRELAND (EIRE)	Legal Services - Trademark Counsel For Ireland	Tier 3
FRANCISCO ESPINOSA BELLIDO	3832, OF. 701, AV. PASEO DE LA REPUBLICA, SAN ISIDRO, PISO 7 LIMA 27 PERU	Legal Services - Trademark Counsel For Peru	Tier 3
GALLOWAY & COMPANY	24 LANARK RD BELGRAVIA HARARE ZIMBABWE	Legal Services - Trademark Counsel For Malawi	Tier 3
GASTAO DA CUNHA FERREIRA LDA.	RUA DOS BACALHOEIROS 4 LISBOA, 1100-070 PORTUGAL	Legal Services - Trademark Counsel For Portugal	Tier 3
GILAT BAREKET & CO	26A HABARZEL ISRAEL	Legal Services - IP Counsel for Israel	Tier 3

Vendor Name	Address	Description	OCP Tier
GUY JOSÉ BENDAÑA-GUERRERO & AS	ROTONDA EL GÜEGÜENSE 1 C MANAGUA, COSTA RICA	Legal Services - Trademark Counsel For Nicaragua	Tier 3
HARRY B. SANDS, LOBOSKY AND COMPANY	FIFTY SHIRLEY STREET NASSAU, 8FJLX5 BAHAMAS	Legal Services - Trademark Management For Bahamas	Tier 3
HEINONEN & CO.	FREDRIKINKATU 61 A FIN-00101 HELSINKI, 00000 FINLAND	Legal Services - Trademark Counsel For Finland	Tier 3
HOET & PARTNERS	TORRE IASA, PISO 3, AV. EUGENIO MENDOZA,PLAZA LA CASTELLAN CARACAS 1060, VENEZUELA	Legal Services - Trademark Counsel For Venezuela	Tier 3
HSLEGAL LLP	NO 3PHILLIP STREET,12-04 ROYAL GROU SINGAPORE, 048624 SINGAPORE	Legal Services - Trademark Counsel For Singapore	Tier 3
HSM IP	SUITE 3 BUCKINGHAM SQUARE GRAND CAYMAN, KY1 1207 CAYMAN ISLANDS	Legal Services - Trademark Counsel For Caribbean (Antigua & Barbuda, Belize, Bermuda, Cuba, Dominica, Grenada, St. Kitts, St. Lucia, St. Vincent & Grenadines)	Tier 3
ICAZA, GONZALEZ-RUIZ & ALEMAN	5TO PISO EDIFICIO IGRA, C. AQUILINO DE LA GUARDIA NO. 8, PANAMÁ, PANAMA	Legal Services - Trademark Counsel For Panama	Tier 3

Vendor Name	Address	Description	OCP Tier
ISLER & PEDRAZZINI	GOTTHARDSTRASSE 53 ZURICH, 8027 SWITZERLAND	Legal Services - Trademark Counsel For Switzerland and World Intellectual Property Organization (WIPO)	Tier 3
J.D. SELLIER & CO.	PO BOX 116 PORT OF SPAIN, TRINIDAD & TOBAGO	Legal Services - Trademark Counsel For Trinidad & Tobago	Tier 3
JONES & CIA	PLAZA CAGANCHA 1335 MONTEVIDEO, 11100 URUGUAY	Legal Services - Trademark Counsel For Uruguay	Tier 3
KIM & CHANG	JEONGDONG BUILDING, 17F JUNG-GU SEOUL, 04518 KOREA, REPUBLIC OF	Legal Services - Trademark Counsel For South Korea	Tier 3
KLIMENT & HENHAPEL PATENTANWALTE OG	GONZAGAGASSE 15, 1010 WIEN, AUSTRIA	Legal Services - Trademark Counsel For Austria	Tier 3
LALL & SETHI	D-17 SOUTH EXTENSION NEW DELHI, 110049 INDIA	Legal Services - Trademark Counsel For Afghanistan, Bangladesh, Bhutan, India, Nepal, Pakistan, Sri Lanka	Tier 3
LAW OFFICES OF DR. CHRISTOS THEODOULOU	9 W. WEIR STREET AND 5 CORAIS STREE LARNACA, 6308 CYPRUS	Legal Services - Trademark Counsel For Cyprus	Tier 3
MARVAL, O'FARRELL & MAIRAL	AV. LEANDRO N. ALEM 928 BUENOS AIRES (ARGENTINA), 1001 ARGENTINA	Legal Services - Trademark Counsel For Argentina	Tier 3

Vendor Name	Address	Description	OCP Tier
MARXER & PARTNER	HEILIGKREUZ 6, 9490 VADUZ, LIECHTENSTEIN	Legal Services - Trademark Counsel For Liechtenstein	Tier 3
MEER & HASAN	306 - AL FAISAL PLAZA 48 THE MALL LAHORE 54000 PAKISTAN	Legal Services - Trademark Counsel For Pakistan	Tier 3
MITSCHERLICH PARTMBB	MUNCHEN MUNCHEN, D-80538 GERMANY	Legal Services - IP Counsel for Germany and EU	Tier 3
MUNRO LEYS	LEVEL 3, PACIFIC HOUSE, BUTT ST, SUVA, FIJI	Legal Services - Trademark Counsel For Fiji	Tier 3
MYERS FELTCHER & GORDON	21 EAST ST, KINGSTON, JAMAICA	Legal Services - Trademark Counsel For Jamaica	Tier 3
NAKAMURA	MARUNOUCHI 3-CHOME CHIYODA-KU 3-1 TOKYO, 100-8355 JAPAN	Legal Services - Trademark Counsel For Japan	Tier 3
OCTROOIBUREAU	PO BOX 266 THE HAGUE, NETHERLANDS	Legal Services - Trademark Counsel For Benelux	Tier 3
ONSAGERS AS	PB 6963 ST OLAVS PLASS 0130 OSLO, 0000 NORWAY	Legal Services - Trademark Counsel For Norway	Tier 3
PALOMO & PORRAS ABOGADOS	DIAGONAL 6, 10-65 ZONA 10, CENTRO GERENCIAL LAS MARGARITAS, TORRE I OFICINA 202	Legal Services - Trademark Counsel For Guatemala	Tier 3

Vendor Name	Address	Description	OCP Tier
	CIUDAD DE GUATEMALA, C.A. 0101		
PATENTA PISARNA	COPOVA 14 PP 1725 LJUBLJANA, SI-1001 SLOVENIA	Legal Services - Trademark Counsel For Slovenia, Serbia & Montenegro	Tier 3
PATPOL	PO BOX 37 WARSZAWA, 00-776 POLAND	Legal Services - Trademark Counsel For Poland	Tier 3
PETOSEVIC	57 ROUTE DE LONGWY BERTRANGE, L8080 LUXEMBOURG	Legal Services - IP Counsel For Albania, Armenia, Bulgaria, Croatia, Georgia, Kosovo, Montenegro, Serbia	Tier 3
PHILLIPS ORMONDE & FITZPATRICK	300 COLLINS ST. MELBOURNE, 3000 AUSTRALIA	Legal Services - IP Counsel For Australia	Tier 3
PPO ABOGADOS	AMBASSADOR BUSINESS CENTER HUGO WAST SANTA CRUZ DE LA SIERRA, BOLIVIA	Legal Services - Trademark Counsel For Bolivia	Tier 3
RAJA, DARRYL & LOH	LEVEL 26, MENARA HONG LEONG, NO, 6, JALAN DAMANLELA, BUKIT DAMANSARA, 50490 KUALA LUMPUR, WILAYAH PERSEKUTUAN, MALAYSIA	Legal Services - Trademark Counsel For Brunei, Malaysia	Tier 3
REICHARD & CALAF	361 C. DE SAN FRANCISCO STE 4 SAN JUAN, 00901, PUERTO RICO	Legal Services - Trademark Counsel For Puerto Rico	Tier 3

Vendor Name	Address	Description	OCP Tier
REINHOLD COHEN & PARTNERS	PO BOX 13239 TEL-AVIV, 6971037 ISRAEL	Legal Services - Trademark Counsel For Israel	Tier 3
RICARDO ROMERO GUZMAN	DIAGONAL CENTROAMÉRICA NO. 5 URB. B EL SALVADOR	Legal Services - Trademark Counsel For El Salvador	Tier 3
ROMINVENT SA	STRADA ERMIL PANGRATTI 35, BUCUREȘTI, ROMANIA	Legal Services - Trademark Counsel For Romania	Tier 3
ROUSE (ROUSE & CO. INTERNATIONAL (OVERSEAS) LIMITED)	11 FL EXCHANGE TOWER 1 HARBOR EXCHA LONDON, E14 9GE UNITED KINGDOM	Legal Services - Trademark Counsel For Indonesia, Laos, Philippines, Thailand, Vietnam	Tier 3
SABA & CO	812 TABARIS ,BLOCK C, 2ND FLOOR HAZMIEH BEIRUT, 00000 LEBANON	Legal Services - Intellectual Property Lebanon	Tier 3
SALOMONE SANSONE	84, 85 MELITA ST VALLETTA, MALTA	Legal Services - Trademark Counsel For Malta	Tier 3
SAPIM	C/ B.RIBERAYGUA, 39, 4-3 – AD500 ANDORRA LA VELLA PRINCIPAT D'ANDORRA	Legal Services - Trademark Counsel For Andorra	Tier 3
SEDIN SA	24 RUE MERLE D'AUBIGINE GENEVA, 1211 SWITZERLAND	Legal Services - Trademark Counsel For Turkey and Switzerland.	Tier 3
SIGURJONSSON & THOR	LAGMULI 7 REYKJAVIK, IS-108 ICELAND	Legal Services - Trademark Counsel For Iceland	Tier 3

Vendor Name	Address	Description	OCP Tier
SPOOR & FISHER (SOUTH AFRICA OFFICE AND JERSEY OFFICE)	11 BYLS BRIDGE BOULEVARD PRETORIA, 0157 SOUTH AFRICA	Legal Services - IP Counsel For Africa (Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Central African Republic, Comoros, Congo, Equatorial Guinea, Eswatini, Ethiopia, Gabon, Gambia, Ghana, Guinea, Kenya, Lesotho, Liberia, Madagascar, Mauritius, Mozambique, Namibia, Niger, Nigeria, OAPI, Rwanda, Seychelles, Sierra Leone, Somalia, South Africa, Tanzania, Uganda, Zambia, Zanzibar, Zimbabwe)	Tier 3
THE LEGAL GROUP (TLG)	SUITE W-30 DUBAI, 11784 UNITED ARAB EMIRATES	Legal Services - IP Counsel For UAE	Tier 3
TILLEKE & GIBBINS	64/1 SOI TONSON PLOENCHIT BANGKOK 10330, 00000 THAILAND	Legal Services - Trademark Counsel For Cambodia, Laos, Thailand	Tier 3
TRADEMARK BUREAU PARAMARIBO	VIROLA ST 53 PARAMARIBO, SURINAME	Legal Services - Trademark Counsel For Suriname	Tier 3

Vendor Name	Address	Description	OCP Tier
TRONCOSO Y CACERES	PO BOX 025522 MIAMI,FL 33102	Legal Services - Trademark Counsel For Dominican Republic	Tier 3
TSAR & TSAI	8TH FL. 245 DUN HUA S. RD. SEC 1 TAIPEI, TAIWAN	Legal Services - Trademark Counsel For Taiwan	Tier 3
UHTHOFF (UHTHOFF GOMEZ VEGA & UHTHOFF)	FILENO. 50095 LOS ANGELES LOCKBOX LOS ANGELES,CA 90074-5009	Legal Services - Trademark Counsel For Mexico	Tier 3
V.O.	VEREENIGDE OCTROOIBUREAUX N.V. P.O. BOX 87930 2508 DH THE HAGUE THE NETHERLANDS	Legal Services - Trademark Counsel For Netherlands	Tier 3
VAN INNIS & DELARUE	WAPENSTRAAT 1 ANTWERP, 2000 BELGIUM	Legal Services - Trademark Litigation Counsel For Belgium	Tier 3
VICTOR-VARGAS VALENZUELA	1441 BRICKELL AVENUE MIAMI,FL 33131	Legal Services - Trademark Counsel For Costa Rica	Tier 3
VSETECKA ZELENY SVORCIL KALENSKY & PARTNERS	2, HÁLKOVA 1406, 120 00 NOVÉ MĚSTO, CZECHIA	Legal Services - Trademark Counsel For Slovakia	Tier 3
VUKMIR AND ASSOCIATES	GRAMAČA 2 L, 10000, ZAGREB, CROATIA	Legal Services - Trademark Counsel For Bosnia Herzegovina	Tier 3

Exhibit 2

Declaration in Support

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

DECLARATION IN SUPPORT OF ORDINARY COURSE RETENTION

I, **[_____]**, declare, under penalty of perjury, as follows, pursuant to the provisions of 28 U.S.C. § 1746:

1. I am a member, partner or similar representative of the following company or firm (in each case, the "Firm"), which maintains offices at the address and phone number listed below:

Firm:

Address and Phone Number:

2. This declaration is submitted in connection with an order of the United States Bankruptcy Court for the Southern District of New York (the "Order") authorizing the above-

[1] The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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.

captioned debtors and debtors in possession (the "Debtors") to retain, effective as of the Petition Date (defined below), certain professionals in the ordinary course of business during the pendency of the Debtors' Chapter 11 Cases. Since June 15, 2022 (the "Petition Date"), the Debtors have requested that the Firm provide services (or continue to provide services) to the Debtors, and the Firm has agreed to provide such services.

3. The Firm, through me, and other members, partners, associates or employees of the Firm, has provided, and/or plans to provide, the following services to the Debtors from and after the Petition Date: **[_____]**.

4. To the best of my knowledge, information and belief, formed after due inquiry: (a) except for the proposed retention of the Firm in these Chapter 11 Cases, the Firm does not provide services to any party in connection with these Chapter 11 Cases; and (b) the Firm does not represent or hold an interest adverse to the Debtors with respect to the matters for which the Firm would be employed.

5. Now or in the future, the Firm may provide services to certain creditors of the Debtors or other interested parties to these Chapter 11 Cases, but in this regard, the Firm's work for these clients will not include the provision of services for such person in connection with these Chapter 11 Cases.

6. The Firm is owed approximately $**[_____]** on account of services rendered and expenses incurred prior to the Petition Date in connection with the Firm's employment by the Debtors.

7. The Firm further states that it has not shared, has not agreed to share, nor will it agree to share, any compensation received in connection with these Chapter 11 Cases with any party or person except to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules,

although such compensation may be shared with any member or partner of, or any person employed by, the Firm.

8. If, at any time during its employment by the Debtors, the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this declaration.

Dated: _____

By: _____
[Name]

Sworn to and subscribed before me
this ____ day of _____, 202_

TAB K

THIS IS **EXHIBIT "K"** REFERRED TO IN THE

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 17th DAY OF AUGUST, 2022.

Jayne Cooke

A Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
REVLON, INC, *et al.*,[1]	)	Case No. 22-10760 (DSJ)
	)	(Jointly Administered)
Debtors.	)	**Re: Docket No. 150**

ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF KROLL RESTRUCTURING ADMINISTRATION LLC AS ADMINISTRATIVE ADVISOR *NUNC PRO TUNC* TO THE PETITION DATE

Upon the Retention Application[2] of the above-captioned debtors and debtors in possession (each, a "Debtor" and, collectively, the "Debtors"), for entry of an order pursuant to sections 327(a) and 330 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules"), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules") authorizing the retention and employment of Kroll Restructuring Administration LLC ("Kroll")[3] as administrative advisor ("Administrative Advisor") for the Debtors, effective *nunc pro tunc* to the Petition Date, all as more fully described in the Retention Application; and the Court having reviewed the Retention Application, the declaration of Benjamin J. Steele (the "Steele Declaration); and the Court being satisfied, based on the representations made in the Retention Application and the Steele Declaration, that Kroll is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code,

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[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Retention Application.

[3] Effective March 29, 2022, Prime Clerk LLC changed its name to Kroll Restructuring Administration LLC.

and as required under section 327(a) of the Bankruptcy Code, and that Kroll represents no interest adverse to the Debtors' estates with respect to the matters upon which it is to be engaged; and it appearing that this Court has jurisdiction to consider the Retention Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of the Chapter 11 Cases and the Retention Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that proper and adequate notice of the Retention Application has been given and that no other or further notice is necessary; and upon the **filing of a Certificate of No Objection**; and the Court having found and determined that the relief sought in the Retention Application is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and that the legal and factual bases set forth in the Retention Application having established just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that: **[DSJ 7/21/22]**

1. The Retention Application is GRANTED to the extent provided herein.

2. Pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, the Debtors are authorized to employ and retain Kroll as Administrative Advisor effective *nunc pro tunc* to the Petition Date in accordance with the terms and conditions set forth in the Engagement Agreement.

3. Kroll is authorized to perform the bankruptcy administration services described in the Retention Application and the Engagement Agreement.

4. Kroll is authorized to take such other action to comply with all duties set forth in the Retention Application.

5. Kroll shall be compensated in accordance with and will file interim and final fee applications for its compensation and shall be subject to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Amended Order Establishing Procedures for

Monthly Compensation and Reimbursement of Expenses of Professionals, dated December 21, 2010, and the Amended Guidelines for Fees and Disbursements for Professionals in the Southern District of New York, effective February 5, 2013 (the "Amended Guidelines").

6. Kroll shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

7. The Debtors shall indemnify Kroll under the terms of the Engagement Agreement, as modified pursuant to this Order.

8. All requests by Kroll for the payment of indemnification as set forth in the Engagement Agreement shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, provided however, that in no event shall Kroll be indemnified in the case of its own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.

9. In the event that Kroll seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Kroll's own applications, both interim and final, and these invoices and time records shall be subject to the Amended Guidelines and the approval of the Bankruptcy Court pursuant to sections 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code, and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

10. Kroll shall not be entitled to reimbursement by the Debtors for any fees, disbursements and other charges of Kroll's counsel other than those incurred in connection with a request of Kroll for payment of indemnity.

11. Notwithstanding any provision to the contrary in the Engagement Agreement, any dispute relating to the services provided by Kroll shall be referred to arbitration consistent with the terms of the Engagement Agreement only to the extent that this Court does not have, retain, or exercise jurisdiction over the dispute.

12. The limitation of liability section in paragraph 10 of the Engagement Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

13. Any services Kroll will provide relating to the Debtors' schedules of assets and liabilities and statements of financial affairs shall be limited to administrative and ministerial services. The Debtors shall remain responsible for the content and accuracy of its schedules of assets and labilities and statements of financial affairs.

14. The Debtors and Kroll are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Retention Application.

15. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

16. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

17. In the event of any inconsistency between the Engagement Agreement, the Retention Application and the Order, the Order shall govern.

Dated: July 21, 2022
New York, New York

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

TAB L

THIS IS **EXHIBIT "L"** REFERRED TO IN THE

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 17th DAY OF AUGUST, 2022.

Jayne Cooke

A Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

ORDER APPROVING THE DEBTORS' KEY EMPLOYEE RETENTION PLAN

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), approving the Debtors' key employee retention plan (the "KERP"), as more fully set forth in the Motion; and upon the Friske Declaration and the Bar-Ness Declaration; and upon the findings and rulings made on the record at a hearing before this Court on July 22, 2022 (the "Hearing"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; 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 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; and this Court having determined that the legal and factual bases set forth in the Motion and at the

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[2] Capitalized terms not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.

Hearing establish just cause for the relief granted herein; and the Court having determined that the relief requested in the Motion with respect to the KERP, as modified by the compromise agreed to by the Debtors and the Official Committee of Unsecured Creditors, and as set forth herein, is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and all objections to the Motion with respect to the KERP having been withdrawn, resolved, or overruled; 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. Pursuant to sections 503(c) and 363(b)(1) of the Bankruptcy Code, the KERP is hereby approved in its entirety.

3. The KERP is approved in its entirety subject to the changes described below.

4. Notwithstanding anything to the contrary in the Motion, (a) the aggregate amount of the KERP payments authorized by this Order is $15,375,000, and (b) if any KERP Participant is terminated with cause or quits without good reason prior to the earlier of the confirmation date of a plan and June 30, 2023, any KERP payments received by such KERP Participant shall be repaid to the Debtors.

5. The Debtors are authorized, but not directed, to take all actions necessary to implement the KERP on the terms and conditions set forth in the Motion, as modified by this Order.

6. This Order shall not authorize the Debtors to make any payments to "insiders" as that term is defined in section 101(31) of the Bankruptcy Code.

7. Following the resignation or the termination for cause of a KERP Participant (a "Former KERP Participant") during any Retention Period, the Debtors shall have the right to

replace such Former KERP Participant with any non-insider employee of the Debtors, including non-insider new hires; *provided that*, prior to replacing a Former KERP Participant, the Debtors will provide (i) the Office of the United States Trustee for the Southern District of New York, (ii) any Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases, (iii) Davis Polk & Wardwell LLP and Kobre & Kim LLP, in their capacity as counsel to the ad hoc group of Term Loan DIP lenders and BrandCo lenders; (iv) Proskauer Rose LLP, as counsel to MidCap Funding IV Trust, in its capacity as (a) administrative agent and collateral agent under the Debtors' prepetition asset-based lending facility, (b) administrative agent and collateral agent under the ABL DIP, and (c) ABL DIP Lender; and (v) Latham & Watkins LLP as counsel to Citibank, in its capacity as agent under the 2016 term loan credit agreement (collectively, the "Notice Parties"), three days' notice of the non-insider employee(s) proposed to be added to the KERP (the "New KERP Participant"), including the New KERP Participant's proposed title and the estimated aggregate amount of the cash retention award the New KERP Participant(s) will be eligible to receive in respect of the remaining Retention Periods. The Notice Parties will have the opportunity to object to New KERP Participants, which objection may be made (and resolved) informally, or, if not informally resolved, may be filed on the docket and resolved by this Court on an emergency basis.

8. The Debtors shall have the right in the exercise of their reasonable business judgment to add to the KERP any additional non-insider employee of the Debtors, including any non-insider new hires; provided that, (i) prior to adding any non-insider employee to the KERP under this paragraph 8, the Debtors will provide the Notice Parties three days' notice of the non-insider employee(s) proposed to be added to the KERP, including any such employee's proposed title and the estimated aggregate amount of the cash retention award such additional employee(s)

will be eligible to receive in respect of the remaining Retention Periods; and (ii) the aggregate cost of the KERP may not exceed $15,375,000. The Notice Parties will have the opportunity to object to any employees proposed to be added to the KERP under this paragraph 8, which objection may be made (and resolved) informally, or, if not informally resolved, may be filed on the docket and resolved by the Court on an emergency basis.

9. The Debtors shall have the right in the exercise of their reasonable business judgment to adjust the amount of cash retention awards any KERP Participant is eligible to receive in respect of future Retention Periods; *provided that*, (i) prior to any reallocation of cash retention awards among the KERP Participants, the Debtors will provide the Notice Parties three days' notice of any proposed reallocation; and (ii) the aggregate cost of the KERP may not exceed $15,375,000. The Notice Parties will have the opportunity to object to any reallocation proposed under this paragraph 9, which objection may be made (and resolved) informally, or, if not informally resolved, may be filed on the docket and resolved by the Court on an emergency basis.

10. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' or any other party in interest's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion or a finding that any particular claim is an administrative expense or other priority claim; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the rights of any party in interest under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law,

statutory, or otherwise) satisfied pursuant to the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

11. The Debtors expect to have sufficient funds to pay any amounts described in this motion in the ordinary course of their businesses by virtue of expected cash flows from the ongoing operations of their businesses and anticipated access to cash collateral and postpetition financing. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe there is minimal risk that checks or wire transfer requests that the Court has not authorized will be inadvertently made. Therefore, the Debtors respectfully request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this motion; *provided that* sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payments.

12. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

13. Other than with respect to those six KERP Participants who were appointed by the Board and the one KERP Participant that reports directly to the Debtors' chief executive officer, notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

15. 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
July 25, 2022

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

TAB M

THIS IS **EXHIBIT "M"** REFERRED TO IN THE

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 17th DAY OF AUGUST, 2022.

Jayne Cooke

A Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (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, AND (V) GRANTING RELATED RELIEF

Upon the motion (the "**DIP Motion**")[2] of Revlon, Inc. and each of its affiliates that are debtors and debtors-in-possession (each, a "**Debtor**" and, collectively, the "**Debtors**") in the above-captioned cases (the "**Chapter 11 Cases**"), pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 363(m), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506(c) and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "**Bankruptcy Code**"), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"),

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[2] Capitalized terms used but not defined herein are given the meanings ascribed to such terms in the Term DIP Credit Agreement (as defined herein) or the ABL DIP Credit Agreement (as defined herein), as applicable.

and the Local Bankruptcy Rules for the Southern District of New York (the "**Local Bankruptcy Rules**"), seeking entry of this final order (this "**Final Order**") among other things, on a final basis:

(i) authorizing Revlon Consumer Products Corporation (the "**Borrower**" or "**RCPC**") to obtain postpetition financing ("**DIP Financing**") pursuant to:

a. a superpriority, senior secured and priming debtor-in-possession term loan credit facility (the "**Term DIP Facility**"), subject to the terms and conditions set forth in that certain Superpriority Senior Secured Debtor-in-Possession Term Loan Credit Agreement attached to the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expenses 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* [D.I. 70] (the "**Interim Order**") as **Exhibit 1** thereto (as amended, supplemented, or otherwise modified from time to time, the "**Term DIP Credit Agreement**"), by and among, RCPC, as borrower, Revlon, Inc. ("**Holdings**"), the several banks and other financial institutions or entities from time to time party thereto as "Lenders" (as defined in the Term DIP Credit Agreement) (the "**Term DIP Lenders**"), Jefferies Finance LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "**Term DIP Agent**" and, collectively, with the Term DIP Lenders, the "**Term DIP Secured Parties**"), in an aggregate principal amount not to exceed $1.025 billion (the commitments in respect thereof, the "**Term DIP Commitments**"; the loans in respect thereof, the "**Term DIP Loans**") from the Term DIP Lenders (as defined herein) ($575 million of such amount being committed and $450 million of such amount being uncommitted and available in the sole discretion of the Term DIP Lenders exclusively for the purpose of refinancing all or a portion of the ABL DIP Facility or the Prepetition ABL Credit Facility (as defined herein) subject to the terms and conditions of the Term DIP Credit Agreement), of which $375 million (the "**Initial Draw**") became available immediately upon entry of the Interim Order (including $76.875 million of such Initial Draw amount available, which was used exclusively for the purpose of refinancing all of the Foreign ABTL Facility[3]), and the remainder to be available upon the date of entry of this Final Order;

b. a superpriority, senior secured and priming debtor-in-possession asset-based revolving credit facility (the "**ABL DIP Facility**"), subject to the terms and conditions set forth in that certain Super-Priority Senior Secured

[3] The "**Foreign ABTL Facility**" refers to the credit facility consisting of "Term Loans" under that certain Asset-Based Term Loan Credit Agreement, dated as of March 2, 2021, by and among Revlon Finance LLC, as borrower, each other loan party, the several banks and other financial institutions or entities from time to time parties thereto as lenders, and Blue Torch Finance LLC, as administrative agent and collateral agent.

Debtor-in-Possession Asset-Based Revolving Credit Agreement [D.I. 161] (as amended, supplemented, or otherwise modified from time to time, the "**ABL DIP Credit Agreement**" and, together with the Term DIP Credit Agreement, the "**DIP Credit Agreements**"), by and among, RCPC, as borrower, Holdings, the several banks and other financial institutions or entities from time to time party thereto as "Lenders" (as defined in the ABL DIP Credit Agreement) (collectively, the "**ABL DIP Lenders**"; the Prepetition LIFO ABL Lenders that are also ABL DIP Lenders, the "**LIFO ABL DIP Lenders**"; the Prepetition SISO ABL Lenders that are also ABL DIP Lenders, the "**SISO ABL DIP Lenders**"), MidCap Funding IV Trust, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "**ABL DIP Agent**" and, together with the Term DIP Agent, the "**DIP Agents**") and Crystal Financial LLC, d/b/a SLR Credit Solutions, as administrative agent for the SISO ABL DIP Lenders so long as Crystal Financial LLC or any of its affiliates is a SISO ABL DIP Lender (collectively with the ABL DIP Lenders and the ABL DIP Agent, the "**ABL DIP Secured Parties**"), consisting of (i) the roll-up and conversion of all Prepetition LIFO ABL Obligations and any unused Revolving Commitments (as defined in the Prepetition ABL Credit Agreement) into the ABL DIP Facility (the "**Prepetition LIFO ABL Roll-Up**") pursuant to commitments of the LIFO ABL DIP Lenders in an aggregate principal amount equal to $270 million (the "**LIFO ABL DIP Commitments**" and, the loans in respect thereof, the "**LIFO ABL DIP Loans**"), of which an aggregate principal amount equal to $109 million was deemed drawn automatically upon the date of entry of the Interim Order and applied automatically in satisfaction of the outstanding Prepetition LIFO ABL Obligations and (ii) the roll up and conversion of all Prepetition SISO ABL Obligations and any unused SISO Term Commitments (as defined in the Prepetition ABL Credit Agreement) into the ABL DIP Facility (the "**Prepetition SISO ABL Roll-Up**") pursuant to term loan commitments of the SISO ABL DIP Lenders in an aggregate principal amount equal to $130 million (the "**SISO ABL DIP Commitments**" and, together with the LIFO ABL DIP Commitments, the "**ABL DIP Commitments**"; the loans in respect thereof, the "**SISO ABL DIP Loans**" and, together with the LIFO ABL DIP Loans outstanding from time to time, the "**ABL DIP Loans**"), of which the entire amount of the SISO ABL DIP Loans was deemed drawn automatically upon the date of entry of the Interim Order and applied automatically in satisfaction of the outstanding Prepetition SISO ABL Obligations; and

c. a superpriority junior secured debtor-in-possession intercompany credit facility (the "**Intercompany DIP Facility**" and, together with the Term DIP Facility and the ABL DIP Facility, the "**DIP Facilities**"), subject to the terms and conditions set forth in paragraph 22 below, in an aggregate principal amount not to exceed at any time the aggregate amount of the

royalty payments (the "**Royalty Payments**") owed to the BrandCos[4] under the BrandCo License Agreements (as defined in the Prepetition BrandCo Credit Agreement) that have become due and payable on or after the Petition Date (the commitments in respect thereof, the "**Intercompany DIP Commitments**" and, together with the Term DIP Commitments and the ABL DIP Commitments, the "**DIP Commitments**"; the loans in respect thereof, the "**Intercompany DIP Loans**" and, together with the Term DIP Loans and the ABL DIP Loans, the "**DIP Loans**"), by and among, RCPC, as borrower, and the BrandCos, as lenders (the "**Intercompany DIP Lenders**" or the "**Intercompany DIP Secured Parties**" and, together with the Term DIP Lenders and the ABL DIP Lenders, the "**DIP Lenders**" and, collectively with the Term DIP Secured Parties and the ABL DIP Secured Parties, the "**DIP Secured Parties**"), which Royalty Payments shall be deemed to have been paid to the applicable BrandCo in satisfaction of the obligation to make such payments to the BrandCo as and when the Royalty Payments are due and then immediately loaned to RCPC;

(ii) authorizing the BrandCos to enter into the Intercompany DIP Facility and provide Intercompany DIP Loans to the Borrower, subject to the terms and conditions set forth herein;

(iii) authorizing (a) the Debtors other than the Borrower (such Debtors, the "**Debtor DIP Guarantors**" and, together with the Borrower, the "**Debtor Term DIP Loan Parties**") to jointly and severally guarantee the Term DIP Loans and the other Term DIP Obligations (as defined herein); and (b) the Debtor DIP Guarantors other than the BrandCo Entities[5] (together with the Borrower, the "**Debtor ABL DIP Loan Parties**") to jointly and severally guarantee the ABL DIP Loans and the other ABL DIP Obligations (as defined herein) and (c) the Debtor DIP Guarantors other than the BrandCos (together with the Borrower, the "**Debtor Intercompany DIP Loan Parties**" and, together with the Debtor Term DIP Loan Parties and the Debtor ABL DIP Loan Parties, the "**Debtor DIP Loan Parties**") to jointly and severally guarantee the Intercompany DIP Loans and the other Intercompany DIP Obligations (as defined herein);

[4] "**BrandCo(s)**" means each of (i) Beautyge II, LLC, a Delaware limited liability company, (ii) BrandCo Almay 2020 LLC, a Delaware limited liability company, (iii) BrandCo Charlie 2020 LLC, a Delaware limited liability company, (iv) BrandCo CND 2020 LLC, a Delaware limited liability company, (v) BrandCo Curve 2020 LLC, a Delaware limited liability company, (vi) BrandCo Elizabeth Arden 2020 LLC, a Delaware limited liability company, (vii) BrandCo Giorgio Beverly Hills 2020 LLC, a Delaware limited liability company, (viii) BrandCo Halston 2020 LLC, a Delaware limited liability company, (ix) BrandCo Jean Nate 2020 LLC, a Delaware limited liability company, (x) BrandCo Mitchum 2020 LLC, a Delaware limited liability company, (xi) BrandCo Multicultural Group 2020 LLC, a Delaware limited liability company, (xii) BrandCo PS 2020 LLC, a Delaware limited liability company and (xiii) BrandCo White Shoulders 2020 LLC, a Delaware limited liability company.

[5] "**BrandCo Entities**" means each BrandCo and Beautyge I, an exempted company incorporated in the Cayman Islands.

(iv) authorizing the Debtor DIP Loan Parties, as applicable, to execute, deliver and perform under:

a. the Term DIP Credit Agreement and all other loan documentation related to the Term DIP Facility, including, without limitation, security agreements, pledge agreements, control agreements, mortgages, deeds, charges, guarantees, promissory notes, intercompany notes, certificates, instruments, intellectual property security agreements, notes, fee and engagement letters related to the Term DIP Facility, including the Jefferies Fee Letter, the Jefferies Engagement Letter and such other documents that may be reasonably requested by the Term DIP Agent and the Term DIP Lenders, in each case, as amended, restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof and hereof (collectively with the Term DIP Credit Agreement, the Interim Order and this Final Order, the "**Term DIP Documents**");

b. the ABL DIP Credit Agreement and all other loan documentation relating to the ABL DIP Facility, including, without limitation, security agreements, pledge agreements, control agreements, mortgages, deeds, charges, guarantees, promissory notes, intercompany notes, certificates, instruments, intellectual property security agreements, notes, fee letters, including the ABL Administrative Agent Fee Letter (together with the Jefferies Fee Letter, the "**Administrative Agent Fee Letters**") and such other documents that may be reasonably requested by the ABL DIP Agent and the ABL DIP Lenders, in each case, as amended, restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof and hereof (collectively with the ABL DIP Credit Agreement, the Interim Order and this Final Order, the "**ABL DIP Documents**"); and

c. all other loan documentation related to the Intercompany DIP Facility, including, without limitation, security agreements, pledge agreements, control agreements, mortgages, deeds, charges, guarantees, promissory notes, intercompany notes, certificates, instruments, intellectual property security agreements, notes, fee letters and such other documents that may be reasonably requested by the Intercompany DIP Lenders, in each case, as amended, restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof and hereof (collectively with the Interim Order and this Final Order, the "**Intercompany DIP Documents**" and, together with the Term DIP Documents and the ABL DIP Documents, the "**DIP Documents**");

(v) authorizing the Debtor DIP Loan Parties, as applicable, to incur obligations with respect to:

a. loans, advances, extensions of credit, financial accommodations, reimbursement obligations, fees (including, without limitation, commitment fees, administrative agency fees, closing fees, collateral

management fees, exit fees, other fees and fees payable pursuant to the Jefferies Engagement Letter and the Jefferies Fee Letter), costs, expenses and other liabilities, all other obligations (including indemnities and similar obligations, whether contingent or absolute) and all other obligations due or payable under the Term DIP Documents (collectively, the "**Term DIP Obligations**"), including authorizing the Debtors to incur up to $76.875 million of such Term DIP Obligations for the purpose of refinancing all or a portion of the Foreign ABTL Facility, and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith;

b. loans, advances, extensions of credit, financial accommodations, reimbursement obligations, fees (including, without limitation, commitment fees, administrative agency fees, closing fees, collateral management fees, exit fees, other fees and fees payable pursuant to the ABL Administrative Agent Fee Letter), costs, expenses and other liabilities, all other obligations (including indemnities and similar obligations, whether contingent or absolute) and all other obligations due or payable under the ABL DIP Documents (collectively, the "**ABL DIP Obligations**"), and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith; and

c. loans, advances, extensions of credit, financial accommodations, reimbursement obligations, and other liabilities, all other obligations (including indemnities and similar obligations, whether contingent or absolute) and all other obligations due or payable under the Intercompany DIP Documents in connection with the Intercompany DIP Facility (collectively, the "**Intercompany DIP Obligations**" and, together with the Term DIP Obligations and the ABL DIP Obligations, the "**DIP Obligations**"), and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith;

(vi) subject to the Carve-Out (as defined herein), granting to the Term DIP Secured Parties and the Term DIP Agent, for itself and for the benefit of the Term DIP Secured Parties, allowed superpriority administrative expense claims pursuant to section 364(c)(1) of the Bankruptcy Code in respect of all Term DIP Obligations of the Debtor Term DIP Loan Parties;

(vii) subject to the Carve-Out, granting to the ABL DIP Secured Parties and the ABL DIP Agent, for itself and for the benefit of the ABL DIP Secured Parties, allowed superpriority administrative expense claims pursuant to section 364(c)(1) of the Bankruptcy Code in respect of all ABL DIP Obligations of the Debtor ABL DIP Loan Parties;

(viii) subject to the Carve-Out, granting to the Intercompany DIP Secured Parties allowed superpriority administrative expense claims pursuant to section 364(c)(1) of the

Bankruptcy Code in respect of all Intercompany DIP Obligations of the Debtor Intercompany DIP Loan Parties;

(ix) subject to the Carve-Out, granting to the Term DIP Secured Parties and the Term DIP Agent, for itself and for the benefit of the Term DIP Secured Parties, valid, enforceable, non-avoidable and automatically perfected liens pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code and priming liens pursuant to section 364(d) of the Bankruptcy Code on all prepetition and postpetition property of the Debtor Term DIP Loan Parties' estates (other than "Excluded Collateral" (as defined in the Term DIP Credit Agreement, the "**Term DIP Excluded Collateral**")) and all proceeds thereof, including any Avoidance Proceeds (as defined herein), in each case with the relative priorities set forth on **Exhibit 1** hereto;

(x) subject to the Carve-Out, granting to the ABL DIP Secured Parties and the ABL DIP Agent, for itself and for the benefit of the ABL DIP Secured Parties, valid, enforceable, non-avoidable and automatically perfected liens pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code and priming liens pursuant to section 364(d) of the Bankruptcy Code on all prepetition and postpetition property of the Debtor ABL DIP Loan Parties' estates (other than certain excluded property as expressly provided in the ABL DIP Documents (the "**ABL DIP Excluded Collateral**" and, together with the Term DIP Excluded Collateral, the "**Excluded Collateral**")) and all proceeds thereof, including any Avoidance Proceeds, in each case with the relative priorities set forth on **Exhibit 1** hereto;

(xi) subject to the Carve-Out, granting to the Intercompany DIP Secured Parties, valid, enforceable, non-avoidable and automatically perfected liens pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code and priming liens pursuant to section 364(d) of the Bankruptcy Code on all prepetition and postpetition property of the Debtor Intercompany DIP Loan Parties' estates (other than Term DIP Excluded Collateral) and all proceeds thereof, including any Avoidance Proceeds other than, with respect to the Intercompany DIP Obligations owed to any Intercompany DIP Secured Party, Avoidance Proceeds recovered from such Intercompany DIP Secured Party, in each case with the relative priorities set forth on **Exhibit 1** hereto;

(xii) authorizing (a) the Term DIP Agent, acting at the direction of the Required Term DIP Lenders,[6] to take all commercially reasonable actions to implement and effectuate the terms of this Final Order, (b) the ABL DIP Agent, acting at the direction of the Required ABL DIP Lenders,[7] to take all commercially reasonable actions to implement and effectuate the terms of this Final Order and (c) the

[6] "**Required Term DIP Lenders**" means the "Required Lenders" (as defined in the Term DIP Credit Agreement).

[7] "**Required ABL DIP Lenders**" means, at any given time, the holders of more than 50% of the LIFO ABL DIP Commitments then in effect, or if the LIFO ABL DIP Commitments have been terminated, the LIFO ABL DIP Loans then outstanding. "**Required DIP Lenders**" means the Required Term DIP Lenders and the Required ABL DIP Lenders; *provided* that, references herein to the "applicable Required DIP Lenders" refer to either the Required Term DIP Lenders or the Required ABL DIP Lenders, as the context requires.

Intercompany DIP Lenders, to take all commercially reasonable actions to implement and effectuate the terms of this Final Order;

(xiii) subject to the Carve-Out, authorizing the Debtors to waive (a) their right to surcharge the Prepetition Collateral or the DIP Collateral (each, as defined herein) (together, but excluding any Excluded Collateral, the "**Collateral**") pursuant to section 506(c) of the Bankruptcy Code and (b) any "equities of the case" exception under section 552(b) of the Bankruptcy Code;

(xiv) waiving the equitable doctrine of "marshaling" and other similar doctrines with respect to the DIP Collateral and the Prepetition Collateral (including the Cash Collateral (as defined herein));

(xv) authorizing the Debtors to use proceeds of the DIP Facilities solely in accordance with the Interim Order, this Final Order and the other DIP Documents (including under the Administrative Agent Fee Letters), including the refinancing of the Foreign ABTL Facility;

(xvi) authorizing the Debtors to pay the principal, interest, fees, expenses and other amounts payable under the DIP Documents (including under the Administrative Agent Fee Letters) as such become earned, due and payable to the extent provided in, and in accordance with, the DIP Documents;

(xvii) subject to the restrictions set forth in the DIP Documents, including the Interim Order and this Final Order, authorizing the Debtors to use the Prepetition Collateral, including Cash Collateral of the Prepetition Secured Parties under the Prepetition Loan Documents (each, as defined herein), and provide adequate protection to the Prepetition Secured Parties for any diminution in value of their respective interests in the applicable Prepetition Collateral (including Cash Collateral), for any reason provided for under the Bankruptcy Code, including resulting from the imposition of the automatic stay under section 362 of the Bankruptcy Code (the "**Automatic Stay**"), the Debtors' use, sale, or lease of the Prepetition Collateral (including Cash Collateral), and the priming of their respective interests in the Prepetition Collateral (including Cash Collateral);

(xviii) vacating and modifying the Automatic Stay to the extent set forth herein to the extent necessary to permit the Debtors and their affiliates and the Prepetition Secured Parties to implement and effectuate the terms and provisions of the Interim Order, this Final Order and the other DIP Documents and to deliver any notices of termination described below and as further set forth herein; and

(xix) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Final Order.

The interim hearing on the DIP Motion having been held by this Court (as defined herein) on June 16, 2022 and June 17, 2022 (the "**Interim Hearings**"), a final hearing having been held

by this Court on July 28, 2022, July 29, 2022 and August 1, 2022 (the "**Final Hearing**"), and this Court having considered the relief requested in the DIP Motion, the exhibits attached thereto, the *Declaration of Steven M. Zelin in Support of Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with 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* [D.I. 35] (the "**Zelin Declaration**"), and the *Declaration of Robert Caruso in Support of the Debtors' Chapter 11 Petitions and First Day Relief* [D.I. 30] (the "**Caruso Declaration**"), the available DIP Documents, and the evidence submitted and arguments made at the Interim Hearings and the Final Hearing; and the Court having entered the Interim Order; and due and sufficient notice of the Final Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable Local Bankruptcy Rules; and the Final Hearing having been held and concluded; and all objections, if any, to the final relief requested in the DIP Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the final relief requested in the DIP Motion is fair and reasonable and in the best interests of the Debtor DIP Loan Parties and their estates, and is essential for the continued operation of the Debtor DIP Loan Parties' businesses and the preservation of the value of the Debtor DIP Loan Parties' assets; and it appearing that the Debtor DIP Loan Parties' entry into the DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor.

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARINGS AND THE FINAL HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[8]

A. *Petition Date*. On June 15, 2022 (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of New York (the "**Court**"). On June 16, 2022, this Court entered an order approving the joint administration of the Chapter 11 Cases.

B. *Debtors in Possession*. The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

C. *Jurisdiction and Venue*. This Court has core jurisdiction over the Chapter 11 Cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(a)–(b) and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012. Consideration of the DIP Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court may enter a final order consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and proceedings on the DIP Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The predicates for the relief sought herein are sections 105, 361, 362, 363(c), 363(e), 363(m), 364(c), 364(d)(1), 364(e), and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6004 and 9014.

[8] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

D. *Creditors' Committee*. On June 24, 2022, the United States Trustee for the Southern District of New York (the "**U.S. Trustee**") appointed an official committee of unsecured creditors in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (a "**Creditors' Committee**").

E. *Notice*. The Final Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Proper, timely, adequate and sufficient notice of the DIP Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, and no other or further notice of the DIP Motion or the entry of this Final Order shall be required.

F. *Cash Collateral*. As used herein, the term "**Cash Collateral**" shall mean all of the Debtors' cash, except for cash that is Excluded Collateral, as applicable, wherever located and held, including cash in deposit accounts, all of which constitutes or will constitute "cash collateral" of the Prepetition BrandCo Secured Parties, Prepetition ABL Secured Parties (as defined herein), Prepetition 2016 Term Loan Secured Parties and/or DIP Secured Parties, as applicable, within the meaning of section 363(a) of the Bankruptcy Code.

G. *Debtors' Stipulations*. Subject to the limitations contained in paragraph 29 hereof, and after consultation with their attorneys and financial advisors, the Debtors admit, stipulate and agree that:

(i) *Prepetition BrandCo Credit Facilities*. Pursuant to that certain BrandCo Credit Agreement, dated as of May 7, 2020, as may be amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time (the "**Prepetition BrandCo Credit Agreement**" and, collectively with the other "Loan Documents" (as defined in the Prepetition BrandCo Credit Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated,

supplemented, waived, or otherwise modified from time to time, the "**Prepetition BrandCo Loan Documents**"), by and among (a) RCPC (in such capacity, the "**Prepetition BrandCo Borrower**"), (b) Jefferies Finance LLC, as administrative agent (in such capacity, the "**Prepetition BrandCo Administrative Agent**") and each collateral agent (in such capacity as administrative or collateral agent, the "**Prepetition BrandCo Agent**") and (c) the Lenders (as defined in the Prepetition BrandCo Credit Agreement) party thereto (collectively, the "**Prepetition BrandCo Lenders**" and, together with the Prepetition BrandCo Agent, the "**Prepetition BrandCo Secured Parties**"), the Prepetition BrandCo Lenders provided the Term B-1 Loans, Term B-2 Loans and the Initial Term B-3 Loans (each, as defined in the Prepetition BrandCo Credit Agreement), to the Prepetition BrandCo Borrower (collectively, the "**Prepetition BrandCo Credit Facilities**").

(ii) *Prepetition BrandCo Guarantee and Security Agreements*. Pursuant to (a) that certain First Lien BrandCo Guarantee and Security Agreement, dated as of May 7, 2020 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time) by and among the BrandCo Entities, the Prepetition BrandCo Administrative Agent and Jefferies Finance LLC, as the First Lien Collateral Agent (as defined in the Prepetition BrandCo Credit Agreement) (in such capacity, the "**BrandCo First Lien Collateral Agent**"), (b) that certain Second Lien BrandCo Guarantee and Security Agreement, dated as of May 7, 2020 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time) by and among the BrandCo Entities, the Prepetition BrandCo Administrative Agent and Jefferies Finance LLC, as Second Lien Collateral Agent (as defined in the Prepetition BrandCo Credit Agreement) (in such capacity, the "**BrandCo Second Lien Collateral Agent**"), (c) that certain Third Lien BrandCo Guarantee and Security Agreement, dated as of May 7, 2020 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time

to time) by and among the BrandCo Entities, the Prepetition BrandCo Administrative Agent and Jefferies Finance LLC, as Third Lien Collateral Agent (as defined in the Prepetition BrandCo Credit Agreement) (in such capacity, the "**BrandCo Third Lien Collateral Agent**") and (d) that certain Term Loan Guarantee and Collateral Agreement, dated as of May 7, 2020 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time) by and among Holdings, RCPC, the subsidiaries of RCPC party thereto and Jefferies Finance LLC, as Pari Passu Collateral Agent (as defined in the Prepetition BrandCo Credit Agreement) (in such capacity, the "**BrandCo Pari Passu Collateral Agent**") (collectively, the "**Prepetition BrandCo Guarantee and Security Agreements**"), the Debtors other than RCPC (the "**Prepetition BrandCo Guarantors**") guaranteed on a joint and several basis the obligations under the Prepetition BrandCo Loan Documents.

(iii) *Prepetition BrandCo Intercreditor Agreement*. Pursuant to that certain Intercreditor Agreement, dated as of May 7, 2020 (the "**Prepetition BrandCo Intercreditor Agreement**"), by and among the BrandCo First Lien Collateral Agent, the BrandCo Second Lien Collateral Agent, the BrandCo Third Lien Collateral Agent, Holdings, RCPC and the Prepetition BrandCo Guarantors, the BrandCo First Lien Collateral Agent, the BrandCo Second Lien Collateral Agent and the BrandCo Third Lien Collateral Agent agreed, among other things: (a) that the Prepetition BrandCo First Liens on the Prepetition BrandCo Collateral are senior to the Prepetition BrandCo Second Liens and the Prepetition BrandCo Third Liens (each, as defined herein) on the Prepetition BrandCo Collateral, (b) that the Prepetition BrandCo Second Liens on the Prepetition BrandCo Collateral are senior to the Prepetition BrandCo Third Liens on the Prepetition BrandCo Collateral, (c) to be bound by the waterfall and turnover provisions contained therein and (d) to (I) consent to, or not oppose, certain actions taken, or rights asserted, by the

holders of First Lien Obligations (as defined therein) or the BrandCo First Lien Collateral Agent and/or the holders of Second Lien Obligations (as defined therein) or the BrandCo Second Lien Collateral Agent, as applicable, and (II) refrain from taking certain actions with respect to the Prepetition BrandCo Collateral, including in connection with a bankruptcy proceeding.

(iv) *Prepetition Pari Passu Term Loan Intercreditor Agreement*. Pursuant to and to the extent set forth in that certain First Lien Pari Passu Intercreditor Agreement, dated as of May 7, 2020 (the "**Prepetition Pari Passu Term Loan Intercreditor Agreement**"), by and among the Prepetition 2016 Term Loan Agent, the Prepetition BrandCo Agent, the BrandCo Pari Passu Collateral Agent, the Debtors other than the BrandCo Entities (the "**OpCo Debtors**"), the Prepetition 2016 Term Loan Agent, the Prepetition BrandCo Agent and the BrandCo Pari Passu Collateral Agent agreed, among other things (a) that the Prepetition BrandCo Pari Passu Liens on the Prepetition Shared Collateral are pari passu with the Prepetition 2016 Term Loan Liens on the Prepetition Shared Collateral (each, as defined herein), (b) to be bound by the waterfall and turnover provisions contained therein with respect to the Prepetition Shared Collateral, and (c) to (I) consent to, or not oppose, certain actions taken, or rights asserted, by the Applicable Collateral Agent (as defined therein) and (II) refrain from taking certain actions with respect to the Prepetition Shared Collateral, including in connection with a bankruptcy proceeding. The Prepetition Pari Passu Term Loan Intercreditor Agreement is binding and enforceable in accordance with its terms.

(v) *Prepetition BrandCo Credit Facility Debt*. As of the Petition Date, the Prepetition BrandCo Borrower was justly and lawfully indebted and liable to the Prepetition BrandCo Secured Parties, without defense, counterclaim or offset of any kind, (x) in the aggregate principal amount of not less than $1,878,019,219, including (a) $938,986,931 in outstanding principal amount of Term B-1 Loans (as defined in the Prepetition BrandCo Credit Agreement),

(b) $936,052,001 in outstanding principal amount of Term B-2 Loans (as defined in the Prepetition BrandCo Credit Agreement), and (c) $2,980,287 in outstanding principal amount of the Initial Term B-3 Loans (as defined in the Prepetition BrandCo Credit Agreement) and (y) for the Applicable Premium (as defined in the Prepetition BrandCo Credit Agreement) in the amount of $98,593,628, which became due and payable on the Petition Date as a result of commencement of the Chapter 11 Cases (all of the foregoing collectively, together with accrued and unpaid interest and all other Obligations (as defined in the Prepetition BrandCo Credit Agreement), the "**Prepetition BrandCo Credit Facility Debt**"), which Prepetition BrandCo Credit Facility Debt has been guaranteed on a joint and several basis by each of the Prepetition BrandCo Guarantors, each of which Prepetition BrandCo Guarantors, as of the Petition Date, was justly and lawfully indebted and liable to the Prepetition BrandCo Secured Parties, without defense, counterclaim or offset of any kind, for all Prepetition BrandCo Credit Facility Debt.

(vi) *Prepetition BrandCo Liens*. As more fully set forth in the Prepetition BrandCo Loan Documents, (a) prior to the Petition Date, the Prepetition BrandCo Borrower and each Prepetition BrandCo Guarantor granted to the Prepetition BrandCo Agent, for the benefit of itself and the other Prepetition BrandCo Secured Parties, a security interest in and continuing lien (the "**Prepetition BrandCo Liens**") on (1) the "Shared Collateral" (as defined in the Prepetition Pari Passu Term Loan Intercreditor Agreement (as defined below)) (the "**Prepetition Shared Collateral**") (such Prepetition BrandCo Liens, the "**Prepetition BrandCo Pari Passu Liens**") and (2) substantially all of the assets and property of the BrandCo Entities and the other "BrandCo Collateral" (as defined in the Prepetition BrandCo Credit Agreement) (the "**Prepetition BrandCo Collateral**" and, together with the Prepetition Shared Collateral, the "**Prepetition Collateral**") (such Prepetition BrandCo Liens in respect of the Term B-1 Loans, the "**Prepetition BrandCo**

First Liens"; such Prepetition BrandCo Liens in respect of the Term B-2 Loans, the "**Prepetition BrandCo Second Liens**"; such Prepetition BrandCo Liens in respect of the Term B-3 Loans, the "**Prepetition BrandCo Third Liens**"), which Prepetition BrandCo Liens are the exclusive liens on the Prepetition BrandCo Collateral (other than the Term DIP Liens and the BrandCo Collateral AP Liens (each, as defined herein)) and (b) all Royalty Payments, all distributions in respect of "Pledged Securities" under the BrandCo Stock Pledge Agreements (as defined in the Prepetition BrandCo Credit Agreement) and all identifiable proceeds of any of the foregoing are proceeds of Prepetition BrandCo Collateral. For the avoidance of doubt, no Prepetition BrandCo Collateral constitutes Prepetition Shared Collateral.

(vii) *Certain BrandCo Collateral and BrandCo License Agreements*. The Prepetition BrandCo Collateral owned by any BrandCo Entity is property of the estate of the such BrandCo Entity. The BrandCo License Agreements (as defined in the Prepetition BrandCo Credit Agreement) are in full force and effect and have not been amended, modified, revoked, or repealed since the Petition Date. Nothing in this Final Order shall modify the status of the BrandCo License Agreements.

(viii) *Prepetition 2016 Term Loan Liens*. As more fully set forth in the Prepetition 2016 Term Loan Documents,[9] prior to the Petition Date, the OpCo Debtors each granted to the Prepetition 2016 Term Loan Agent, for the benefit of itself and the other Prepetition 2016 Term

[9] The "**Prepetition 2016 Term Loan Documents**" mean collectively (i) that certain credit agreement, dated as of September 7, 2016, as modified by that certain Incremental Joinder Agreement, dated as of April 30, 2020, and as further amended and restated by that certain Amendment No. 1, dated as of May 7, 2020 (the "**Prepetition 2016 Term Loan Credit Agreement**"), by and among Holdings, RCPC (in such capacity, the "**Prepetition 2016 Term Loan Borrower**"), Citibank, N.A. ("**Citibank**"), as administrative agent and collateral agent (in such capacities, the "**Prepetition 2016 Term Loan Agent**") and the Lenders (as defined in the Prepetition 2016 Term Loan Credit Agreement) party thereto (collectively, the "**Prepetition 2016 Term Loan Lenders**") (the Prepetition 2016 Term Loan Lenders, collectively with the Prepetition 2016 Term Loan Agent, the "**Prepetition 2016 Term Loan Secured Parties**") and (ii) the other "Loan Documents" (as defined in the Prepetition 2016 Term Loan Credit Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time.

Loan Secured Parties, a security interest in and continuing lien on the Prepetition Shared Collateral (the "**Prepetition 2016 Term Loan Liens**").

(ix) *Prepetition ABL Credit Facility*. Pursuant to that certain Asset-Based Revolving Credit Agreement, dated as of September 7, 2016, as amended and restated by that certain Amendment No. 1, dated as of April 17, 2018, as further amended and restated by that certain Amendment No. 2, dated as of March 6, 2019, and as further amended and restated by that certain Amendment No. 3, dated as of April 17, 2020, and as further amended and restated by that certain Amendment No. 4, dated as of May 7, 2020, as further amended and restated by that certain Amendment No. 5, dated as of October 23, 2020, as further amended by that certain Limited Waiver to Credit Agreement, dated as of November 27, 2020, as further amended by that certain Second Limited Waiver to Credit Agreement, dated as of December 11, 2020, as further amended and restated by that certain Amendment No. 6, dated as of December 21, 2020, as further amended and restated by that certain Amendment No. 7, dated as of March 8, 2021, as further amended and restated by that certain Amendment No. 8, dated as of May 7, 2021, and as further amended by that certain Amendment No. 9, dated as of March 31, 2022 (the "**Prepetition ABL Credit Agreement**" and, collectively with any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the "**Prepetition ABL Loan Documents**" and, together with the Prepetition BrandCo Loan Documents and the Prepetition 2016 Term Loan Documents, the "**Prepetition Loan Documents**"), by and among (a) Holdings, (b) RCPC and the subsidiaries of RCPC party from time to time thereto as borrowers (in such capacities, the "**Prepetition ABL Borrowers**"), (c) MidCap Funding IV Trust, as administrative agent and collateral agent (in such capacities, the "**Prepetition LIFO ABL Agent**"), issuing lender and

swingline lender, (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as SISO Term Loan Agent (as defined therein) (in such capacity, the "**Prepetition SISO ABL Agent**"), (e) Alter Domus (US) LLC, as Tranche B Administrative Agent (as defined therein) (the "**Prepetition FILO ABL Agent**" and, together with the Prepetition LIFO ABL Agent, the Prepetition SISO ABL Agent and the Prepetition ABL Collateral Agent (as defined herein), the "**Prepetition ABL Agents**" and, together with the Prepetition BrandCo Agent, the Prepetition 2016 Term Loan Agent, the Prepetition LIFO ABL Agent and the Prepetition SISO ABL Agent, the "**Prepetition Agents**") and (f) the several banks and other financial institutions or entities party from time to time thereto consisting of the Tranche A Revolving Lenders (as defined in the Prepetition ABL Credit Agreement) (the "**Prepetition LIFO ABL Lenders**" and, together with the Prepetition LIFO ABL Agent, the "**Prepetition LIFO ABL Secured Parties**"), the SISO Term Lenders (as defined in the Prepetition ABL Credit Agreement) (the "**Prepetition SISO ABL Lenders**" and, together with the Prepetition SISO ABL Agent, the "**Prepetition SISO ABL Secured Parties**"), and the Tranche B Term Lenders (as defined in the Prepetition ABL Credit Agreement) (the "**Prepetition FILO ABL Lenders**" and, together with the Prepetition LIFO ABL Lenders and the Prepetition SISO ABL Lenders, the "**Prepetition ABL Lenders**," and the Prepetition FILO ABL Lenders together with the Prepetition FILO ABL Agent, the "**Prepetition FILO ABL Secured Parties**") (the Prepetition ABL Lenders, collectively with the Prepetition ABL Agents and all other holders of Prepetition ABL Credit Facility Debt (as defined herein), the "**Prepetition ABL Secured Parties**" and together with the Prepetition BrandCo Secured Parties and the Prepetition 2016 Term Loan Secured Parties, the "**Prepetition Secured Parties**"), the Prepetition ABL Lenders provided revolving credit loans to the Prepetition ABL Borrowers from time to time pursuant to the Prepetition ABL Loan Documents (the "**Prepetition ABL Credit Facility**").

(x) *Prepetition ABL Guarantee and Collateral Agreement*. Pursuant to that certain ABL Guarantee and Collateral Agreement, dated as of September 7, 2016 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time) by and among RCPC and the subsidiaries of RCPC party from time to time thereto and MidCap Funding IV Trust, as collateral agent (in such capacity, the "**Prepetition ABL Collateral Agent**") (the "**Prepetition ABL Guarantee and Collateral Agreement**"), the OpCo Debtors (the "**Prepetition ABL Guarantors**") guaranteed on a joint and several basis the Prepetition ABL Credit Facility Debt.

(xi) *Prepetition ABL Intercreditor Agreement*. Pursuant to and to the extent set forth in that certain Intercreditor Agreement, dated as of September 7, 2016, as supplemented by that certain Intercreditor Joinder Agreement, dated as of May 7, 2020 (the "**Prepetition ABL Intercreditor Agreement**" and, together with the Prepetition BrandCo Intercreditor Agreement and the Prepetition Pari Passu Term Loan Intercreditor Agreement, the "**Prepetition Intercreditor Agreements**"), by and among the Prepetition 2016 Term Loan Agent, the Prepetition ABL Agent, the BrandCo Pari Passu Collateral Agent and the OpCo Debtors, the Prepetition ABL Agent, the Prepetition 2016 Term Loan Agent and the BrandCo Pari Passu Collateral Agent agreed, among other things, that: (a) the Prepetition ABL Liens (as defined herein) on the Prepetition Shared Collateral constituting "ABL Facility First Priority Collateral" (as defined therein) (the "**Prepetition ABL Priority Collateral**") are senior to the Prepetition BrandCo Pari Passu Liens and the Prepetition 2016 Term Loan Liens on the Prepetition ABL Priority Collateral, (b) that the Prepetition BrandCo Pari Passu Liens and the Prepetition 2016 Term Loan Liens on the Prepetition Shared Collateral constituting "Term Facility First Priority Collateral" (as defined therein) (the "**Prepetition Shared Term Priority Collateral**") are senior to the Prepetition ABL

Liens on the Prepetition Shared Term Priority Collateral, (c) to be bound by the other waterfall and turnover provisions contained therein and (d) to refrain from taking certain actions with respect to the Prepetition Shared Collateral, including in connection with a bankruptcy proceeding.

(xii) *Prepetition ABL Credit Facility Debt*. As of the Petition Date, the Prepetition ABL Borrowers were justly and lawfully indebted and liable to the Prepetition ABL Secured Parties, without defense, counterclaim or offset of any kind, in the aggregate principal amount of not less than $289,000,000, including (a) $109,000,000 in outstanding principal amount of "Tranche A Revolving Loans," (b) $130,000,000 in outstanding principal amount of "SISO Term Loans," and (c) $50,000,000 in outstanding principal amount of "Tranche B Term Loans" (in each case, as defined in the Prepetition ABL Credit Agreement) (the Tranche A Revolving Loans, SISO Term Loans and Tranche B Term Loans, together with accrued and unpaid interest and all other Obligations (as defined in the Prepetition ABL Credit Agreement), the "**Prepetition ABL Credit Facility Debt**"; the Prepetition ABL Credit Facility Debt owed to the Prepetition LIFO ABL Secured Parties, the "**Prepetition LIFO ABL Obligations**"; the Prepetition ABL Credit Facility Debt owed to the Prepetition SISO ABL Secured Parties, the "**Prepetition SISO ABL Obligations**"; and the Prepetition ABL Credit Facility Debt owed to the Prepetition FILO ABL Secured Parties, the "**Prepetition FILO ABL Obligations**"), which Prepetition ABL Credit Facility Debt has been guaranteed on a joint and several basis by each of the Prepetition ABL Guarantors.

(xiii) *Prepetition ABL Liens*. As more fully set forth in the Prepetition ABL Loan Documents, prior to the Petition Date, the Prepetition ABL Borrowers and the Prepetition ABL Guarantors each granted to the Prepetition ABL Collateral Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, a security interest in and continuing lien on

(the "**Prepetition ABL Liens**" and, together with the Prepetition BrandCo Liens and the Prepetition 2016 Term Loan Liens, the "**Prepetition Liens**") the Prepetition Shared Collateral, including both Prepetition ABL Priority Collateral and Prepetition Shared Term Priority Collateral.

(xiv) *Validity, Perfection and Priority of Prepetition BrandCo Liens and Prepetition BrandCo Credit Facility Debt*. The Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition BrandCo Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition BrandCo Secured Parties for fair consideration and reasonably equivalent value; (b) the Prepetition BrandCo Liens were senior in priority over any and all other liens on the Prepetition Collateral, and as to other collateral, subject only to (1) the Prepetition 2016 Term Loan Liens on the Prepetition Shared Collateral, which rank equally in priority with the Prepetition BrandCo Pari Passu Liens with respect to the Prepetition Shared Collateral, (2) the Prepetition ABL Liens on the Prepetition Shared Term Priority Collateral, which rank junior in priority to the Prepetition BrandCo Pari Passu Liens with respect to the Prepetition Shared Term Priority Collateral, (3) the Prepetition ABL Liens on the Prepetition ABL Priority Collateral, which rank senior in priority to the Prepetition BrandCo Pari Passu Liens with respect to the Prepetition ABL Priority Collateral and (4) certain other liens senior by operation of law or otherwise permitted by the Prepetition BrandCo Loan Documents (solely to the extent any such permitted liens were valid, properly perfected, non-avoidable and senior in priority to the Prepetition BrandCo Liens as of the Petition Date, the "**Prepetition BrandCo Permitted Prior Liens**"); (c) the Prepetition BrandCo Credit Facility Debt constitutes legal, valid, binding, and non-avoidable obligations of the Prepetition BrandCo Borrower and Prepetition BrandCo Guarantors enforceable in accordance with the terms of the applicable Prepetition BrandCo Loan Documents; (d) no offsets, recoupments, challenges,

objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition BrandCo Liens or Prepetition BrandCo Credit Facility Debt exist, and no portion of the Prepetition BrandCo Liens or Prepetition BrandCo Credit Facility Debt is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law (including, without limitation based on any theory under the Prepetition 2016 Term Loan Documents); (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition BrandCo Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition BrandCo Credit Facilities; and (f) the Debtors waive, discharge, and release any right to challenge any of the Prepetition BrandCo Credit Facility Debt, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the Prepetition BrandCo Liens securing the Prepetition BrandCo Credit Facility Debt.

(xv) *Validity, Perfection and Priority of Prepetition ABL Liens and Prepetition ABL Credit Facility Debt*. The Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition ABL Liens on the Prepetition Shared Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition ABL Secured Parties for fair consideration and reasonably equivalent value; (b) the Prepetition ABL Liens were senior in priority over any and all other liens on the Prepetition Shared Collateral, subject only to (1) the Prepetition BrandCo Pari Passu Liens on the Prepetition Shared Collateral, which rank senior in priority to the Prepetition ABL Liens only with respect to the Prepetition

Shared Term Priority Collateral and which rank junior in priority to the Prepetition ABL Liens only with respect to the Prepetition ABL Priority Collateral, (2) the Prepetition 2016 Term Loan Liens on the Prepetition Shared Collateral, which rank senior in priority to the Prepetition ABL Liens only with respect to the Prepetition Shared Term Priority Collateral and which rank junior in priority to the Prepetition ABL Liens only with respect to the Prepetition ABL Priority Collateral and (3) certain other liens senior by operation of law or otherwise permitted by the Prepetition ABL Loan Documents (solely to the extent any such permitted liens were valid, properly perfected, non-avoidable and senior in priority to the Prepetition ABL Liens as of the Petition Date, the "**Prepetition ABL Permitted Prior Liens**"); (c) the Prepetition ABL Credit Facility Debt constitutes legal, valid, binding, and non-avoidable obligations of the Prepetition ABL Borrower and Prepetition ABL Guarantors enforceable in accordance with the terms of the applicable Prepetition ABL Loan Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition ABL Liens or Prepetition ABL Credit Facility Debt exist, and no portion of the Prepetition ABL Liens or Prepetition ABL Credit Facility Debt is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition ABL Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition ABL Credit Facilities; and (f) the Debtors waive, discharge, and release any right to challenge any of the Prepetition ABL Credit Facility

Debt, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the Prepetition ABL Liens securing the Prepetition ABL Credit Facility Debt.

(xvi) *Validity, Perfection and Priority of Prepetition 2016 Term Loan Liens*. The Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition 2016 Term Loan Liens on the Prepetition Shared Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition 2016 Term Loan Secured Parties for fair consideration and reasonably equivalent value, (b) the Prepetition 2016 Term Loan Liens were senior in priority over any and all other liens on the Prepetition Shared Collateral, subject only to (1) the Prepetition BrandCo Pari Passu Liens on the Prepetition Shared Collateral, which rank equally in priority with the Prepetition 2016 Term Loan Liens with respect to the Prepetition Shared Collateral, (2) the Prepetition ABL Liens on the Prepetition Shared Collateral, which rank junior in priority to the Prepetition 2016 Term Loan Liens with respect to the Prepetition Shared Term Priority Collateral and which rank senior in priority to the Prepetition 2016 Term Loan Liens with respect to the Prepetition ABL Priority Collateral and (3) certain other liens senior by operation of law or otherwise permitted by the Prepetition 2016 Term Loan Documents (solely to the extent any such permitted liens were valid, properly perfected, non-avoidable and senior in priority to the Prepetition 2016 Term Loan Liens as of the Petition Date, the "**Prepetition 2016 Term Loan Permitted Prior Liens**" and, together with the Prepetition BrandCo Permitted Prior Liens and the Prepetition ABL Permitted Prior Liens, the "**Permitted Prior Liens**"); and (c) the Debtors waive, discharge, and release any right to challenge the validity, perfection or priority of the Prepetition 2016 Term Loan Liens, in each case, to the extent such Prepetition 2016 Term Loan Liens secure allowed claims against the OpCo Debtors.

(xvii) *No Control*. None of the Prepetition Secured Parties control (or have in the past controlled) the Debtors or their properties or operations, have authority to determine the manner in which any Debtors' operations are conducted or are control persons or insiders of the Debtors by virtue of any of the actions taken with respect to, in connection with, related to or arising from the Prepetition BrandCo Loan Documents, the Prepetition 2016 Term Loan Documents or the Prepetition ABL Loan Documents.

(xviii) *No Claims or Causes of Action*. No claims or causes of action held by the Debtors or their estates exist against, or with respect to, the Prepetition BrandCo Secured Parties, the Prepetition ABL Secured Parties, the DIP Secured Parties or any of their respective Representatives (as defined herein) (in each case in their capacity as such) under or relating to any agreements by and among the Debtors and any Prepetition Secured Party that is in existence as of the Petition Date.

(xix) *Release*. Each of the Debtors and the Debtors' estates, on its own behalf, and on behalf of its and their respective past, present and future predecessors, successors, subsidiaries, and assigns, hereby (a) reaffirms the releases granted pursuant to paragraph G(xviii) of the Interim Order and (b) absolutely, unconditionally and irrevocably releases and forever discharges and acquits the Prepetition BrandCo Secured Parties, the Prepetition ABL Secured Parties, the DIP Secured Parties and each of their respective Representatives (collectively, the "**Released Parties**"), from any and all obligations and liabilities to the Debtors (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action arising prior to the Petition Date of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or

unliquidated, pending or threatened, arising in law or equity, upon contract or tort or under any state or federal law or otherwise, (collectively, the "**Released Claims**") in each case arising out of or related to (as applicable) any prepetition financing agreements with the Debtors or their subsidiaries or the DIP Documents, the obligations owing and the financial obligations made thereunder, the negotiation thereof and of the transactions and agreements reflected thereby, in each case that the Debtors at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Final Order. Notwithstanding the foregoing or the Interim Order, (x) the Released Claims shall not include any claims, causes of action, defenses or liabilities of the Debtors against any of the Prepetition FILO ABL Secured Parties that may arise or have arisen on or after the Petition Date under the Prepetition ABL Loan Documents in connection with the filing by the Prepetition FILO ABL Agent of its *Request for Adequate Protection and Response of ABL Tranche B Lenders' Agent Relating to the DIP Motion* [D.I. 197] (the "**FILO Filing**"), the taking of any discovery in connection therewith, and any other activities ancillary thereto, and (y) the rights (if any) of the Debtors and the Prepetition ABL Secured Parties are reserved as to any claims, causes of action, defenses or liabilities among the Debtors and the Prepetition ABL Secured Parties that may arise or have arisen on or after the Petition Date under the Prepetition ABL Loan Documents in connection with (i) the FILO Filing, taking of any discovery in connection therewith, and any other activities ancillary thereto, and (ii) the proposed treatment under the DIP Motion of the Prepetition FILO ABL Agent and the other Prepetition ABL Secured Parties in the DIP Motion, or acts or omissions in connection therewith by the Debtors, the Prepetition LIFO ABL Secured Parties, and the Prepetition SISO ABL Secured Parties, including in agreeing to, requesting or

supporting the DIP Motion, the ABL DIP Facility or the ABL DIP Credit Agreement, or opposing the relief sought in connection with the FILO Filing, and the taking of any discovery in connection therewith, and any other activities ancillary thereto. For the avoidance of doubt, nothing in this release shall relieve the DIP Secured Parties or the Debtors of their obligations under the DIP Documents from and after the date of this Final Order.

H. Findings Regarding the DIP Financing and Use of Cash Collateral.

(i) Good and sufficient cause has been shown for the entry of this Final Order and for authorization of the Debtor DIP Loan Parties to obtain financing pursuant to the DIP Documents.

(ii) The Debtor DIP Loan Parties have a critical need to obtain the DIP Financing and to use the Prepetition Collateral (including Cash Collateral) in order to permit, among other things, the orderly continuation of the operation of their businesses, to maintain business relationships with vendors, suppliers and customers, to make payroll, to make capital expenditures, to satisfy other working capital and operational needs and to fund expenses of these Chapter 11 Cases. The access of the Debtor DIP Loan Parties to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition Collateral, the incurrence of new indebtedness under the DIP Documents and other financial accommodations provided under the DIP Documents are necessary and vital to the preservation and maintenance of the going concern values of the Debtor DIP Loan Parties and to a successful reorganization of the Debtor DIP Loan Parties.

(iii) The Debtor DIP Loan Parties are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as

an administrative expense. The Debtor DIP Loan Parties are also unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2) and 364(c)(3) of the Bankruptcy Code without granting to the DIP Secured Parties, the DIP Liens and the DIP Superpriority Claims (each, as defined herein) and incurring the Adequate Protection Obligations (as defined herein), in each case subject to the Carve-Out, under the terms and conditions set forth in this Final Order and in the other DIP Documents.

(iv) The Debtor DIP Loan Parties continue to collect cash, rents, income, offspring, products, proceeds, and profits generated from the Prepetition Collateral and acquire equipment, inventory and other personal property, all of which constitute Prepetition Collateral under the Prepetition Loan Documents that are subject to the Prepetition Secured Parties' security interests as set forth in the Prepetition Loan Documents.

(v) The Debtor DIP Loan Parties desire to use a portion of the cash, rents, income, offspring, products, proceeds and profits described in the preceding paragraph in their business operations that constitute Cash Collateral of the Prepetition Secured Parties under section 363(a) of the Bankruptcy Code. Certain prepetition rents, income, offspring, products, proceeds, and profits, in existence as of the Petition Date, including balances of funds in the Debtor DIP Loan Parties' prepetition and postpetition operating bank accounts, also constitute Cash Collateral.

(vi) Upon entry of the Interim Order, the outstanding Prepetition LIFO ABL Obligations were converted into ABL DIP Loans in accordance with the ABL DIP Term Sheet attached to the Interim Order as **Exhibit 2** (the "**ABL DIP Term Sheet**"). The Prepetition LIFO ABL Lenders would not otherwise consent to the use of their Cash Collateral, the release of reserves or the subordination of their liens to the DIP Liens without the inclusion of the ABL DIP

Loans in the DIP Obligations pursuant to the Prepetition LIFO ABL Roll-Up. The conversion (or "roll-up") of the Prepetition LIFO ABL Obligations was, by the Interim Order, and hereby shall be authorized as compensation for, in consideration for, and solely on account of, the agreement of the Prepetition LIFO ABL Lenders to provide new-money liquidity and permit access to Cash Collateral, and not as payments under, adequate protection for, or otherwise on account of, any Prepetition ABL Credit Facility Debt. Because the Prepetition LIFO ABL Roll-Up is subject to the reservation of rights in paragraph 29, such roll-up does not prejudice any party in interest.

(vii) Upon entry of the Interim Order, the outstanding Prepetition SISO ABL Obligations were converted into ABL DIP Loans in accordance with the ABL DIP Term Sheet and the ABL DIP Credit Agreement. The conversion (or "roll-up") of the Prepetition SISO ABL Obligations was, by the Interim Order, and hereby shall be authorized as compensation for, in consideration for, and on account of (a) the agreement of the Prepetition SISO ABL Lenders to permit access to Cash Collateral and (b) the waiver of the SISO Buy-Out Option (as defined herein), and not as payments under, adequate protection for, or otherwise on account of, any Prepetition ABL Credit Facility Debt. Because the Prepetition SISO ABL Roll-Up is subject to the reservation of rights in paragraph 29, such roll-up does not prejudice any party in interest.

(viii) Based on the DIP Motion, the Zelin Declaration, the Caruso Declaration and the record presented to the Court at the Interim Hearings and the Final Hearing, the terms of the DIP Financing, the terms of the adequate protection granted to the Prepetition Secured Parties as provided in paragraphs 14–20 of this Final Order (the "**Adequate Protection**"), and the terms on which the Debtor DIP Loan Parties may continue to use the Prepetition Collateral (including Cash Collateral) pursuant to this Final Order, the DIP Documents are fair and reasonable, reflect

the Debtor DIP Loan Parties' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(ix) The DIP Financing, the Adequate Protection and the use of the Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm's length among the Debtor DIP Loan Parties, the DIP Secured Parties, and the Prepetition Secured Parties, and all of the Debtor DIP Loan Parties' obligations and indebtedness arising under, in respect of, or in connection with, the DIP Financing and the DIP Documents, including, without limitation, all loans made to and guarantees issued by the Debtor DIP Loan Parties pursuant to the DIP Documents and any other DIP Obligations, shall be deemed to have been for credit extended by the DIP Agents and the DIP Secured Parties and their respective affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Agents and the DIP Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(x) The Prepetition BrandCo Agent and the Prepetition BrandCo Secured Parties have acted in good faith regarding the DIP Financing and the Debtor DIP Loan Parties' continued use of the Prepetition Collateral (including Cash Collateral) to fund the administration of the Debtor DIP Loan Parties' estates and continued operation of their businesses (including the incurrence and payment of the Adequate Protection Obligations and the granting of the Adequate Protection Liens (as defined herein)), in accordance with the terms hereof, and the Prepetition BrandCo Agent and Prepetition BrandCo Secured Parties (and the successors and assigns thereof)

shall be entitled to the full protection of section 363(m) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(xi) The Prepetition ABL Secured Parties and the Prepetition 2016 Term Loan Secured Parties, in each case, that did not file any objection to entry of this Final Order, have acted in good faith regarding the DIP Financing and the Debtor DIP Loan Parties' continued use of the Prepetition Shared Collateral (including Cash Collateral) to fund the administration of the Debtor DIP Loan Parties' estates and continued operation of their businesses (including the incurrence and payment of the Adequate Protection Obligations and the granting of the Adequate Protection Liens), in accordance with the terms hereof, and the Prepetition ABL Secured Parties and the Prepetition 2016 Term Loan Secured Parties (in each case, that did not file any objection to entry of this Final Order), and the successors and assigns thereof, shall be entitled to the full protection of section 363(m) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(xii) The Intercompany DIP Lenders have acted in good faith regarding the Intercompany DIP Facility, and the Intercompany DIP Lenders (and the successors and assigns thereof) shall be entitled to the full protection of section 363(m) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(xiii) The Prepetition Secured Parties are entitled to the Adequate Protection provided in this Final Order as and to the extent set forth herein pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code, and shall be entitled to the full protection of section 363(m) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise. Based on the DIP Motion and on the record presented to the

Court, the terms of the proposed adequate protection arrangements and of the use of the Prepetition Collateral (including Cash Collateral) are fair and reasonable, reflect the Debtor DIP Loan Parties' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of the Prepetition Collateral, including the Cash Collateral, and the Prepetition Secured Parties have consented or are deemed to have consented to the use of the Prepetition Collateral, including the Cash Collateral, on the terms set forth in this Final Order, and the priming of the Prepetition Liens by the DIP Liens pursuant to the DIP Documents; *provided* that nothing in this Final Order or the other DIP Documents, or any consent or deemed consent provided in connection therewith, shall (a) be construed as the consent (or deemed consent) by any of the Prepetition Secured Parties, or as an authorization by this Court, for the use of Cash Collateral other than on the terms set forth in this Final Order and in the context of the DIP Financing authorized by this Final Order, (b) be construed as a consent (or deemed consent) by any party to, or as an authorization by this Court of, the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior or junior) other than as contemplated by this Final Order and in the context of the DIP Financing, (c) be construed as a determination that the Adequate Protection provided herein is adequate without such consent (or deemed consent) or (d) prejudice, limit or otherwise impair the rights of any of the Prepetition Secured Parties, upon a change in circumstances, subject to the Prepetition Intercreditor Agreements, to seek new, different or additional adequate protection or assert the interests of any of the Prepetition Secured Parties, and the rights of any other party in interest, including the Debtor DIP Loan Parties and the DIP Secured Parties, to object to such relief are hereby preserved. Any request by the Debtors to incur new postpetition financing to replace the DIP Financing, to grant liens securing the same, and to use Prepetition Collateral (including Cash Collateral) in connection therewith, shall be made

pursuant to a separate motion filed with the Court, and upon notice to all parties in interest, and nothing in this Final Order or any consent (or deemed consent provided in connection herewith) shall be used as the basis for the relief requested therein, and the rights of all parties in interest are reserved with respect to any adequate protection to be provided in connection therewith. For the avoidance of doubt, the foregoing findings of good faith shall apply only to the DIP Financing and Adequate Protection provided hereunder and shall not extend to the Prepetition Secured Parties' participation in the Prepetition BrandCo Credit Facilities, Prepetition ABL Credit Facility, the credit facilities provided under the Prepetition 2016 Term Loan Credit Agreement, or any other prepetition transaction, event or occurrence between any of such parties and the Debtors unrelated to the preparation, filing or financing of these Chapter 11 Cases.

(xiv) The Debtors have prepared and delivered to the advisors to the DIP Secured Parties an initial budget (the "**Initial DIP Budget**"), filed with the Court at D.I. 47. The Initial DIP Budget reflects, among other things, the Debtors' anticipated cash receipts and anticipated disbursements for each calendar week, and is in form and substance satisfactory to the Required DIP Lenders. The Initial DIP Budget may be modified, amended and updated from time to time in accordance with the DIP Credit Agreements, and, once approved by the Required DIP Lenders, such modified, amended and/or updated budget shall supplement and replace the Initial DIP Budget (the Initial DIP Budget and each subsequent approved budget, shall constitute without duplication, an "**Approved Budget**"). The Debtors believe that the Initial DIP Budget is reasonable under the facts and circumstances. The DIP Secured Parties are relying, in part, upon the Debtor DIP Loan Parties' agreement to comply with the Approved Budget (subject only to permitted variances), this Final Order and the other DIP Documents in determining to enter into the postpetition financing arrangements provided for in this Final Order.

(xv) Each of the Prepetition BrandCo Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition BrandCo Secured Parties with respect to proceeds, product, offspring, or profits with respect to any of the Prepetition Collateral.

(xvi) Each of the Prepetition ABL Secured Parties and Prepetition 2016 Term Loan Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition ABL Secured Parties and Prepetition 2016 Term Loan Secured Parties with respect to proceeds, product, offspring, or profits with respect to any of the Prepetition Shared Collateral.

I. *Relief Essential; Best Interest*. The Final Hearing was held in accordance with Bankruptcy Rules 4001(b)(2) and (c)(2). Consummation of the DIP Financing and the use of Prepetition Collateral (including Cash Collateral), in accordance with this Final Order and the other DIP Documents are therefore in the best interests of the Debtor DIP Loan Parties' estates and consistent with the Debtor DIP Loan Parties' exercise of their fiduciary duties.

J. *Permitted Prior Liens; Continuation of Prepetition Liens*. Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted Prior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Nothing herein shall prejudice the rights of any party-in-interest, including, but not limited to, the Debtor DIP Loan Parties, the DIP Agents, the DIP Secured Parties, the Prepetition BrandCo Agent, the Prepetition LIFO ABL Agent, the Prepetition SISO ABL Agent, Prepetition BrandCo Secured Parties, Prepetition LIFO ABL Secured Parties, the Prepetition SISO ABL Secured Parties, the other Prepetition Secured Parties

and any statutory committee pursuant to section 328 or 1103 of the Bankruptcy Code or any other non-Debtor party in interest to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Permitted Prior Lien and/or security interests. The right of a seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code is not a Permitted Prior Lien and is expressly subject to the DIP Liens. The Prepetition Liens, and the DIP Liens that prime the Prepetition Liens, are continuing liens and the DIP Collateral is and will continue to be encumbered by such liens in light of the integrated nature of the DIP Facility, the DIP Documents and the Prepetition Loan Documents.

Based upon the foregoing findings and conclusions, the DIP Motion and the record before the Court with respect to the DIP Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. *Motion Granted*. The relief sought in the DIP Motion is granted, the financing described herein is authorized and approved, and the use of Cash Collateral is authorized, in each case, on a final basis and subject to the terms and conditions set forth in this Final Order and the other DIP Documents. All objections to this Final Order, to the extent not withdrawn, waived, settled, or resolved, are hereby denied and overruled on the merits.

2. *Authorization of the DIP Financing and the DIP Documents*.

(a) The Debtor DIP Loan Parties were, by the Interim Order, and hereby are authorized to execute, deliver, enter into and, as applicable, perform all of their obligations under the DIP Documents and such other and further acts as may be necessary, appropriate or desirable in connection therewith. The Borrower is hereby authorized to borrow money pursuant to the DIP Credit Agreements, in an aggregate principal amount not to exceed $1,025,000,000 under the Term

DIP Credit Agreement and in an aggregate principal amount not to exceed $400,000,000 under the ABL DIP Credit Agreement, in each case, subject to any limitations on borrowings under the DIP Documents, which may be used for any purposes permitted under the DIP Documents (subject to and in accordance with the Approved Budget (subject to any permitted variances)), and including in an amount, pursuant to the ABL DIP Credit Agreement, equal to the aggregate amount of the Prepetition LIFO ABL Roll-Up and the Prepetition SISO ABL Roll-Up. Each Debtor DIP Guarantor was, by the Interim Order, and hereby is authorized to provide a guaranty of payment in respect of the Borrower's obligations with respect to such borrowings.

(b) In furtherance of the foregoing and without further approval of this Court, each Debtor DIP Loan Party was, by the Interim Order, and hereby is authorized to perform all acts, to make, execute and deliver all instruments, certificates, agreements, charges, deeds and documents (including, without limitation, the execution or recordation of pledge and security agreements, mortgages, financing statements and other similar documents), and to pay all fees, expenses and indemnities in connection with or that may be reasonably required, necessary, or desirable for the Debtor DIP Loan Parties' performance of their obligations under or related to the DIP Financing, including, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Documents;

(ii) the execution and delivery of, and performance under, one or more amendments, waivers, consents or other modifications to and under the DIP Documents, in each case, in such form as the applicable Debtor DIP Loan Parties, the applicable DIP Agent and the applicable Required DIP Lenders may agree, it being understood that no further approval of this Court shall be required for (A) any authorizations, amendments, waivers, consents or other modifications to and under the DIP Documents (and any fees and other expenses (including attorneys', accountants', appraisers' and financial advisors' fees), amounts, charges, costs, indemnities and other obligations paid in connection therewith) that do not shorten the maturity of the

extensions of credit thereunder or increase the aggregate commitments or the rate of interest payable thereunder or (B) any updates and supplements to the Approved Budget delivered by the Debtor DIP Loan Parties under the DIP Documents, which updates and supplements shall not be considered amendments or modifications to the Approved Budget or the other DIP Documents and shall not be subject to the requirements of paragraph 41 hereof;

(iii) the non-refundable payment to the DIP Agents and the DIP Secured Parties, as the case may be, of (A) all fees, including unused facility fees, amendment fees, prepayment premiums, early termination fees, servicing fees, audit fees, liquidator fees, structuring fees, administrative agent's, collateral agent's or security trustee's fees (including fees payable under the Administrative Agent Fee Letters), upfront fees, closing fees, commitment fees, exit fees, closing date fees, backstop fees, original issue discount fees, prepayment fees or agency fees, indemnities and professional fees (the payment of which fees shall be irrevocable, and which payment was, and shall hereby be deemed to have been, approved upon entry of the Interim Order, whether any such fees arose before or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, and, upon payment thereof, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, applicable non-bankruptcy law or otherwise), (B) any amounts due (or that may become due) in respect of the indemnification and expense reimbursement obligations, in each case referred to in the DIP Credit Agreements or the other DIP Documents (or in any separate letter agreements, including, without limitation, any fee letters between any or all Debtor DIP Loan Parties, on the one hand, and any of the DIP Agents and/or DIP Secured Parties, on the other, in connection with the DIP Financing) and (C) the costs and expenses as may be due from time to time, including, without limitation, fees and expenses of the professionals retained by, or on behalf of, any of the Term DIP Agent (including, without limitation, those of Paul Hastings LLP and any local counsel retained thereby), that certain ad hoc group of Prepetition BrandCo Lenders that are Term DIP Lenders (the "**Ad Hoc Group of BrandCo Lenders**") (including, without limitation, those of Davis Polk & Wardwell LLP, Kobre & Kim LLP, Goodmans LLP, each other local or special counsel retained thereby, and Centerview Partners LLC), or the ABL DIP Secured Parties (including, without limitation, those of

Proskauer Rose LLP, Morgan Lewis & Bockius LLP, Berkeley Research Group LLC and any local counsel retained thereby), in each case, as provided for in the DIP Documents (collectively, the "**DIP Fees and Expenses**"), without the need to file retention motions or fee applications, but subject to the review procedures set forth in paragraph 28;

(iv) the performance of all other acts required under or in connection with the DIP Documents, including the granting of the DIP Liens and the DIP Superpriority Claims and perfection of the DIP Liens as provided herein and therein; and

(v) the incurrence of up to $1,025,000,000 in aggregate principal amount of Term DIP Loans and the use of the proceeds thereof to refinance all or a portion of the Foreign ABTL Facility and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith, in each case in accordance with the terms of the Interim Order, this Final Order and the other Term DIP Documents; *provided*, *however*, that the $450 million of such amount that is uncommitted and available in the sole discretion of the Term DIP Lenders shall only be extended for the purpose of refinancing the ABL DIP Facility or the Prepetition ABL Credit Facility and only upon request from the Debtors in accordance with the DIP Documents; *provided*, *further*, that the Debtors shall provide all other DIP Notice Parties[10] at least five (5) business days' written notice of, and the opportunity to object (subject to any applicable contractual restrictions on such party's right to do so) to, such refinancing.

3. *DIP Obligations*. Upon execution and delivery of the DIP Documents, the DIP Documents constituted (and shall continue to constitute) legal, valid, binding and non-avoidable obligations of the Debtor DIP Loan Parties, enforceable against each Debtor DIP Loan Party and their estates, and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively,

[10] "**DIP Notice Parties**" shall mean (i) counsel to the Debtors, (ii) the U.S. Trustee, (iii) counsel to the Creditors' Committee, (iv) counsel to each Prepetition Agent, (v) counsel to each DIP Agent, (vi) Davis Polk & Wardwell LLP and Kobre & Kim LLP, as counsel to the Ad Hoc Group of BrandCo Lenders and (vii) Akin Gump Strauss Hauer & Feld LLP ("**Akin**"), as counsel to that certain ad hoc group of 2016 Term Loan Lenders (the "**Ad Hoc Group of 2016 Term Loan Lenders**").

the "**Successor Cases**"), in accordance with the terms of this Final Order and the other DIP Documents. Upon execution and delivery of the DIP Documents, the DIP Obligations included (and shall continue to include) all loans and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtor DIP Loan Parties to any of the DIP Agents or DIP Secured Parties, in each case, under, or secured by, the DIP Documents, including all principal, interest, costs, fees, expenses, indemnities and other amounts under the DIP Documents (including this Final Order). The Debtor DIP Loan Parties shall be jointly and severally liable for the applicable DIP Obligations. Except as permitted hereby, no obligation, payment, transfer, or grant of security hereunder or under the other DIP Documents to the DIP Agents and/or the DIP Secured Parties (including their Representatives) shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

4. *Carve-Out*.

(a) As used in this Final Order, the term "**Carve-Out**" means the sum of: (i) all fees required to be paid to the Clerk of the Court and to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate, if any, pursuant to 31 U.S.C. § 3717 (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and

expenses up to $100,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) subject, in each case, to application of any retainers that may be held and to the extent allowed at any time, whether by interim order, procedural order, final order or otherwise, all unpaid fees and expenses incurred by persons or firms retained by the Debtors pursuant to section 327, 328 or 363 of the Bankruptcy Code and the Creditors' Committee (collectively, the "**Estate Professionals**") (in each case, other than any restructuring, sale, success or other transaction fee of any investment bankers or financial advisors) (the "**Allowed Professional Fees**"), to the extent incurred at any time before or on the first business day following delivery by any DIP Agent of a Carve-Out Trigger Notice (as defined below), and without regard to whether such fees and expenses are provided for in any Approved Budget, whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice (the amounts set forth in this clause (iii) being the "**Pre-Carve-Out Trigger Notice Cap**"); and (iv) Allowed Professional Fees of Estate Professionals in an aggregate amount not to exceed $20,000,000 incurred after the first business day following delivery by any DIP Agent of the Carve-Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, final order or otherwise (the amounts set forth in this clause (iv) being the "**Post-Carve-Out Trigger Notice Cap**" and, together with the Pre-Carve-Out Trigger Notice Cap and the amounts set forth in clauses (i) through (ii), the "**Carve-Out Cap**"). The Carve-Out shall be subject to the restrictions on the use of proceeds of the DIP Loans and Cash Collateral.

(b) The ABL DIP Agent shall be entitled to maintain, and the Debtors shall reflect in each borrowing base report delivered to the DIP Agents by the Debtors, a reserve in an amount not less than the sum of (i) the amounts set forth in paragraph 4(a)(i) above, (ii) the Post-Carve-Out Trigger Notice Cap, (iii) the fees and expenses for Estate Professionals (other than any

restructuring, sale, success or other transaction fee of any investment banker or financial advisor) ("**Professional Fees**") set forth in the Approved Budget from the Petition Date through the end of the then-current week (to the extent then unpaid), and (iv) a reasonable estimate of the amount by which Professional Fees may exceed amounts set forth in the Approved Budget for the succeeding two-week period (the "**Carve-Out Reserve**"). The Carve-Out Reserve shall be established by the ABL DIP Agent in its sole discretion in consultation with the Debtors' professionals.

(c) Immediately upon the delivery of a Carve-Out Trigger Notice, and prior to any further payment of any DIP Obligations or any Adequate Protection payments, the Debtor DIP Loan Parties shall be required to deposit into a separate account not subject to the control of the DIP Agents, the Prepetition BrandCo Agents, the Prepetition 2016 Term Loan Agent or the Prepetition ABL Agents (the "**Carve-Out Account**") an amount equal to the Carve-Out Cap. Notwithstanding anything to the contrary herein or in the DIP Documents, following delivery of a Carve-Out Trigger Notice, the DIP Agents shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve-Out Account has been fully funded in an amount equal to all obligations benefitting from the Carve-Out. The amounts in the Carve-Out Account shall be available only to satisfy Allowed Professional Fees and other amounts included in the Carve-Out Cap until such amounts are paid in full. The amount in the Carve-Out Account shall be reduced on a dollar-for-dollar basis for Allowed Professional Fees and other amounts included in the Carve-Out Cap that are paid after the delivery of the Carve-Out Trigger Notice, and the Carve-Out Account shall not be replenished for such amounts so paid. The failure of the Carve-Out Account to satisfy in full the amount set forth in the Carve-Out shall not affect the priority of the Carve-Out. For the avoidance of doubt, (i) to the extent the Carve-Out is funded from borrowings under the DIP Facilities, such borrowed

amounts shall constitute DIP Obligations, and (ii) the incurrence or payment of any Carve-Out Account or amounts included in the Carve-Out shall not be restricted by the Approved Budget. In no way shall the Carve-Out, the Carve-Out Account, or any Approved Budget be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors or that may be allowed by the Court at any time (whether by interim order, final order, or otherwise).

(d) For purposes of the foregoing, "**Carve-Out Trigger Notice**" shall mean a written notice delivered by email by a DIP Agent (or, after the Term DIP Obligations have been indefeasibly paid in full and the Term DIP Commitments have been terminated, the Prepetition BrandCo Agent) to lead restructuring counsel to the Debtors (Paul, Weiss, Rifkind, Wharton & Garrison LLP) and each other DIP Notice Party, which notice may be delivered following the occurrence and during the continuation of an Event of Default (as defined herein) and acceleration of the obligations under the ABL DIP Facility or the Term DIP Facility (or, after the Term DIP Obligations have been indefeasibly paid in full and the Term DIP Commitments have been terminated, any occurrence that would constitute an Event of Default hereunder) or the occurrence of a Maturity Date (as defined in either DIP Credit Agreement), stating that the Post-Carve-Out Trigger Notice Cap has been invoked.

(e) On the day on which a Carve-Out Trigger Notice is received by the Debtors (the "**Carve-Out Trigger Notice Date**"), the Carve-Out Trigger Notice shall constitute a demand to the Debtors to utilize cash on hand to transfer to the Carve-Out Account cash in an amount equal to all obligations benefitting from the Carve-Out.

(f) For the avoidance of doubt, to the extent that Professional Fees have been incurred by an Estate Professional at any time before or on the first business day after delivery by

a DIP Agent or Prepetition Agent, as applicable, of a Carve-Out Trigger Notice but have not yet been allowed by the Court, such Professional Fees shall constitute Allowed Professional Fees benefiting from the Carve-Out pursuant to clause (iii) of the definition thereof in the amounts incurred, subject to adjustment upon their allowance by the Court, whether by interim or final compensation order and whether before or after delivery of the Carve-Out Trigger Notice, and the Debtors shall fund the Carve-Out Account in the amount of such Allowed Professional Fees.

(g) The DIP Agents, the DIP Lenders and the Prepetition Secured Parties shall not be responsible for the direct payment or reimbursement of any fees or expenses of any Estate Professionals incurred in connection with the Chapter 11 Cases or any Successor Case under any chapter of the Bankruptcy Code. Nothing in the Interim Order, this Final Order or otherwise shall be construed to obligate any of the DIP Agents, the DIP Lenders or the Prepetition Secured Parties, in any way to pay compensation to or reimburse expenses of any Estate Professional, or to guarantee that the Debtors have sufficient funds to pay such compensation or expense reimbursement.

(h) All funds in the Carve-Out Account shall be used first to pay all obligations benefitting from the Carve-Out (other than obligations benefitting from the Post-Carve-Out Trigger Notice Cap), until paid in full, and then the obligations benefitting from the Post-Carve-Out Trigger Notice Cap. If, after paying all amounts set forth in the definition of Carve-Out, the Carve-Out Account has not been reduced to zero, all remaining funds in the Carve-Out Account that are funded pursuant to paragraph 4(b) out of DIP Collateral that constitutes (i) Term Priority DIP Collateral or BrandCo DIP Collateral (each, as defined herein) or the proceeds thereof shall be distributed to the Term DIP Agent on account of the Term DIP Loans, and (ii) ABL Priority

DIP Collateral (as defined herein) or the proceeds thereof shall be distributed to the ABL DIP Agent on account of the ABL DIP Loans.

5. *DIP Superpriority Claims*.

(a) *Term DIP Superpriority Claims*. Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the Term DIP Obligations shall constitute allowed superpriority administrative expense claims against the Debtor Term DIP Loan Parties on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the Debtor Term DIP Loan Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all other administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims arising under section 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims (the "**Term DIP Superpriority Claims**") shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, and which Term DIP Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of the Debtor Term DIP Loan Parties and all proceeds thereof (excluding claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, "**Avoidance Actions**"), but including any proceeds or property recovered, whether unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement or otherwise ("**Avoidance Proceeds**")) in accordance with the Term DIP Documents, including this Final Order, subject only to the liens on such property and

the Carve-Out as set forth in this Final Order and the other Term DIP Documents. The Term DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(b) *ABL DIP Superpriority Claims*. Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the ABL DIP Obligations shall constitute allowed superpriority administrative expense claims against the Debtor ABL DIP Loan Parties on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the Debtor ABL DIP Loan Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all other administrative expenses or other claims arising under section 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims (the "**ABL DIP Superpriority Claims**") shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, and which ABL DIP Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of the Debtor ABL DIP Loan Parties and all proceeds thereof (excluding Avoidance Actions, but including any Avoidance Proceeds) in accordance with the ABL DIP Documents, including this Final Order, subject only to the liens on such property and the Carve-Out as set forth in this Final Order and the other ABL DIP Documents. The ABL DIP Superpriority Claims shall be entitled to the full protection of

section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(c) *Intercompany DIP Superpriority Claims*. Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the Intercompany DIP Obligations shall constitute allowed superpriority administrative expense claims against the Debtor Intercompany DIP Loan Parties on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the Debtor Intercompany DIP Loan Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all other administrative expenses or other claims arising under section 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims (the "**Intercompany DIP Superpriority Claims**" and, together with the Term DIP Superpriority Claims and the ABL DIP Superpriority Claims, the "**DIP Superpriority Claims**") shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, and which Intercompany DIP Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of the Debtor Intercompany DIP Loan Parties and all proceeds thereof (excluding Avoidance Actions, but including any Avoidance Proceeds (other than, with respect to the Intercompany DIP Obligations owed to any Intercompany DIP Secured Party, Avoidance Proceeds or any other amounts recovered from such Intercompany DIP Secured Party in respect of an Avoidance Action or any other cause of action or claim asserted against such Intercompany DIP Secured Party)), in

accordance with the Intercompany DIP Documents, including this Final Order, subject only to the liens on such property and the Carve-Out as set forth in this Final Order. The Intercompany DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(d) *Priority of DIP Superpriority Claims*. The Term DIP Superpriority Claims and the ABL DIP Superpriority Claims against a Debtor shall be *pari passu* in right of payment with one another and senior to the Intercompany DIP Superpriority Claims against such Debtor. All DIP Superpriority Claims against any Debtor shall be senior in right of payment to the 507(b) Claims (as defined herein) against such Debtor, and subordinated to the Carve-Out.

6. *DIP Liens*.

(a) *Term DIP Liens*. As security for the Term DIP Obligations, effective and automatically and properly perfected as of the date of the Interim Order without the necessity of the execution, recordation or filing by the Debtor DIP Loan Parties or any of the Term DIP Secured Parties of mortgages, security agreements, control agreements, pledge agreements, financing statements, notation of certificates of title for titled goods or other similar documents, instruments, deeds, charges or certificates, or the possession or control by the Term DIP Agent of, or over, any Collateral, the following valid, binding, continuing, enforceable and non-avoidable security interests and liens (all security interests and liens granted to the Term DIP Agent, for its benefit and for the benefit of the Term DIP Secured Parties, pursuant to the Interim Order, this Final Order and the other Term DIP Documents, the "**Term DIP Liens**") were, and hereby are, granted to the Term DIP Agent for its own benefit and the benefit of the Term DIP Secured Parties (all property identified in clauses (a)(i) through (a)(viii) below being collectively referred to as the "**Term DIP**

Collateral"); *provided* that, notwithstanding anything herein to the contrary, the Term DIP Liens shall be (a) subject and junior to the Carve-Out in all respects and (b) in each case in accordance with the priorities set forth in the Prepetition Intercreditor Agreements and **Exhibit 1**:

(i) *First Lien on OpCo Unencumbered Term Priority Property*. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected first (subject only to the Carve-Out) priority senior security interest in and lien upon all prepetition and postpetition property of the OpCo Debtors, whether existing on the Petition Date or thereafter acquired, that (X) on or as of the Petition Date, is not subject to (i) a valid, perfected and non-avoidable lien or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, including, without limitation, any and all unencumbered cash of the OpCo Debtors (whether maintained with any of the DIP Secured Parties or otherwise) and any investment of cash, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, causes of action, insurance policies and rights, claims and proceeds from insurance, commercial tort claims and claims that may constitute commercial tort claims (known and unknown), chattel paper, interests in leaseholds, real properties, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, capital stock of subsidiaries, wherever located, and the proceeds, products, rents and profits of the foregoing, whether arising under section 552(b) of the Bankruptcy Code or otherwise, of all the foregoing (the "**OpCo Unencumbered Property**") and (Y) that is not of the same nature, scope, and type as Prepetition ABL Priority Collateral (the "**OpCo Unencumbered Term Priority Property**"), other than the Avoidance Actions (but, for the avoidance of doubt, including Avoidance Proceeds);

(ii) *Third Lien on OpCo Unencumbered ABL Priority Property*. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected third (subject to the Carve-Out and junior and subject only to (I) the ABL DIP Liens (as defined herein) and (II) the FILO ABL AP Liens (as defined herein), in each case, on the OpCo Unencumbered ABL Priority Property) priority security interest in and lien upon all OpCo Unencumbered Property that is of the same nature, scope,

and type as the Prepetition ABL Priority Collateral (the "**OpCo Unencumbered ABL Priority Property**"), other than the Avoidance Actions (but, for the avoidance of doubt, including Avoidance Proceeds);

(iii) *First Lien on BrandCo Unencumbered Property*. For the benefit of the Term DIP Obligations only, pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected first (subject only to the Carve-Out) priority senior security interest in and lien upon all prepetition and postpetition property of the BrandCo Entities, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date, is not subject to (i) a valid, perfected and non-avoidable lien or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, including, without limitation, any and all unencumbered cash of the BrandCo Entities (whether maintained with any of the DIP Secured Parties or otherwise) and any investment of cash, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, causes of action, insurance policies and rights, claims and proceeds from insurance, commercial tort claims and claims that may constitute commercial tort claims (known and unknown), chattel paper, interests in leaseholds, real properties, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, capital stock of subsidiaries, wherever located, and the proceeds, products, rents and profits of the foregoing, whether arising under section 552(b) of the Bankruptcy Code or otherwise, of all the foregoing (the "**BrandCo Unencumbered Property**" and, together with the OpCo Unencumbered Property, the "**Unencumbered Property**"), in each case, other than the Avoidance Actions (but, for the avoidance of doubt, including Avoidance Proceeds);

(iv) *Liens Priming the Prepetition Secured Parties' Liens on Prepetition Shared Term Priority Collateral*. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first (subject only to the Carve-Out) priority senior priming security interest in and lien upon all Prepetition Shared Term Priority Collateral, regardless of where located (the "**Term DIP Term Priority Collateral Priming Liens**"), which Term DIP Term Priority Collateral Priming Liens shall prime in all respects the interests of the Prepetition

Secured Parties arising from the current and future liens of the Prepetition Secured Parties on the Prepetition Shared Term Priority Collateral (including, without limitation, the Adequate Protection Liens granted to the Prepetition Secured Parties) (the "**Term DIP Term Priority Collateral Primed Liens**");

(v) *Liens Priming Certain Prepetition Secured Parties' Liens on Prepetition ABL Priority Collateral*. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected fourth (subject to the Carve-Out and junior and subject only to (I) the ABL DIP ABL Priority Collateral Priming Liens (as defined herein), (II) the FILO ABL AP Liens and (III) the Prepetition ABL Liens held by the Prepetition FILO ABL Agent (the "**Prepetition FILO ABL Liens**"), in each case, on the Prepetition ABL Priority Collateral) priority priming security interest in and lien upon all Prepetition ABL Priority Collateral, regardless of where located (the "**Term DIP ABL Priority Collateral Priming Liens**"), which Term DIP ABL Priority Collateral Priming Liens shall prime in all respects the interests of the Prepetition 2016 Term Loan Secured Parties and the Prepetition BrandCo Secured Parties arising from the current and future liens of such Prepetition Secured Parties on the Prepetition ABL Priority Collateral (including, without limitation, the Adequate Protection Liens granted to such Prepetition Secured Parties) (the "**Term DIP ABL Priority Collateral Primed Liens**");

(vi) *Liens Priming the Prepetition BrandCo Secured Parties' Liens on Prepetition BrandCo Collateral*. For the benefit of the Term DIP Obligations only, pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first (subject only to the Carve-Out) priority senior priming security interest in and lien upon all Prepetition BrandCo Collateral (together with the BrandCo Unencumbered Property and any DIP Collateral described in clause (vii) below that is property of any BrandCo Entity, the "**BrandCo DIP Collateral**"), regardless of where located (the "**Term DIP BrandCo Collateral Priming Liens**" and, together with the Term DIP Term Priority Collateral Priming Liens and the Term DIP ABL Priority Collateral Priming Liens, the "**Term DIP Priming Liens**"), which Term DIP BrandCo Collateral Priming Liens shall prime in all respects the interests of the Prepetition Secured Parties arising from the current and future liens of the Prepetition Secured Parties on the Prepetition BrandCo Collateral (including, without limitation, the Adequate Protection Liens granted to the Prepetition Secured Parties) (the "**BrandCo Collateral Primed Liens**" and, together with

the Term DIP Term Priority Collateral Primed Liens and Term DIP ABL Priority Collateral Primed Liens, the "**Term DIP Primed Liens**");

(vii) *Liens Junior to Certain Other Liens*. Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest in and lien upon all tangible and intangible prepetition and postpetition property of each Debtor Term DIP Loan Party that is not described in the foregoing clauses (i) through (vi), which shall be junior and subordinate only to (A) any (x) valid, perfected and non-avoidable senior liens on such property (other than the Primed Liens (as defined herein)) in existence immediately prior to the Petition Date and (y) any such valid and non-avoidable senior liens on such property (other than the Primed Liens) in existence immediately prior to the Petition Date that are perfected subsequent to such commencement as permitted by section 546(b) of the Bankruptcy Code, and, in each case, are senior in priority to the Primed Liens (any such lien, a "**Non-Primed Excepted Lien**") and (B) with respect to any such property of an OpCo Debtor that is of the same nature, scope and type as the Prepetition ABL Priority Collateral (such property, together with the Prepetition ABL Priority Collateral and the OpCo Unencumbered ABL Priority Property, the "**ABL Priority DIP Collateral**"), the ABL DIP Liens and the FILO ABL AP Liens on such property; *provided* that, nothing in the foregoing shall limit the rights of the Term DIP Secured Parties under the Term DIP Documents to the extent such Non-Primed Excepted Liens are not permitted thereunder;[11] and

(viii) *Term DIP Liens Senior to Certain Other Liens.* The Term DIP Liens shall not be (i) subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under section 551 of the Bankruptcy Code, (B) unless otherwise provided for in this Final Order or the other Term DIP Documents, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the Debtor Term DIP Loan

[11] With respect to any Prepetition Collateral that is subject to a Term DIP Primed Lien and a Non-Primed Excepted Lien, the Term DIP Priming Liens on such Prepetition Collateral shall prime and be senior to the applicable Term DIP Primed Lien but junior and subordinate to the Non-Primed Excepted Lien; *provided* that nothing herein shall limit the rights of the Term DIP Secured Parties under the Term DIP Documents to the extent such Non-Primed Excepted Lien is not permitted thereunder.

Parties, or (C) any intercompany or affiliate liens of the Debtor Term DIP Loan Parties or security interests of the Debtor Term DIP Loan Parties; or (ii) subordinated to or made *pari passu* with any other lien or security interest under section 363 or 364 of the Bankruptcy Code granted after the date hereof.

(b) *Intercompany DIP Liens*. As security for the Intercompany DIP Obligations, effective and automatically and properly perfected as of the date of the Interim Order without the necessity of the execution, recordation or filing by the Debtor Intercompany DIP Loan Parties or any of the Intercompany DIP Secured Parties of mortgages, security agreements, control agreements, pledge agreements, financing statements, notation of certificates of title for titled goods or other similar documents, instruments, deeds, charges or certificates, or the possession or control by the Intercompany DIP Lenders of, or over, any Collateral, valid, binding, continuing, enforceable and non-avoidable priming security interests and liens (all security interests and liens granted to the Intercompany DIP Secured Parties pursuant to the Interim Order, this Final Order or the other Intercompany DIP Documents, the "**Intercompany DIP Liens**") on all Term DIP Collateral that constitutes property of the estates of the Debtor Intercompany DIP Loan Parties, other than, with respect to the Intercompany DIP Obligations owed to any Intercompany DIP Secured Party, Avoidance Proceeds or any other amounts recovered from such Intercompany DIP Secured Party in respect of an Avoidance Action or any other cause of action or claim asserted against such Intercompany DIP Secured Party (the "**Intercompany DIP Collateral**"), immediately junior and subject to the Term DIP Liens on such Intercompany DIP Collateral, as set forth in **Exhibit 1**.

(c) *ABL DIP Liens*. As security for the ABL DIP Obligations, effective and automatically and properly perfected as of the date of the Interim Order, and without the necessity of the execution, recordation or filing by the Debtor ABL DIP Loan Parties or any of the ABL DIP Secured Parties of mortgages, security agreements, control agreements, pledge agreements,

financing statements, notation of certificates of title for titled goods or other similar documents, instruments, deeds, charges or certificates, or the possession or control by the ABL DIP Agent of, or over, any Collateral, the following valid, binding, continuing, enforceable and non-avoidable security interests and liens (all security interests and liens granted to the ABL DIP Agent, pursuant to the Interim Order, this Final Order and the other ABL DIP Documents, for its benefit and for the benefit of the LIFO ABL DIP Lenders, the "**LIFO ABL DIP Liens**," and for the benefit of the SISO ABL DIP Lenders, the "**SISO ABL DIP Liens**," together with the LIFO ABL DIP Liens, the "**ABL DIP Liens**" and, together with the Term DIP Liens and the Intercompany DIP Liens, the "**DIP Liens**") were, and hereby are, granted to the ABL DIP Agent for its own benefit and the benefit of the ABL DIP Secured Parties (all property identified in clauses (i) through (vi) below being collectively referred to as the "**ABL DIP Collateral**" and, together with the Term DIP Collateral and the Intercompany DIP Collateral, the "**DIP Collateral**"); *provided* that, notwithstanding anything herein to the contrary, (1) the LIFO ABL DIP Liens shall be senior in all respects to the SISO ABL DIP Liens and (2) the ABL DIP Liens shall be (a) subject to the Carve-Out in all respects and (b) in each case in accordance with the priorities set for in the Prepetition Intercreditor Agreements and **Exhibit 1**:

(i) *Fourth Lien on OpCo Unencumbered Term Priority Property*. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected fourth (subject to the Carve-Out and junior and subject only to (I) the Term DIP Liens, (II) the Intercompany DIP Liens and (III) the Shared Term Collateral AP Liens (as defined herein), in each case, on the OpCo Unencumbered Term Priority Property) priority security interest in and lien upon all OpCo Unencumbered Term Priority Property, other than the Avoidance Actions (but, for the avoidance of doubt, including Avoidance Proceeds);

(ii) *First Lien on OpCo Unencumbered ABL Priority Property*. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected first (subject only to the Carve-Out) priority senior security interest in and lien

upon all OpCo Unencumbered ABL Priority Property, other than the Avoidance Actions (but, for the avoidance of doubt, including Avoidance Proceeds);

(iii) *Liens Priming Certain Prepetition Secured Parties' Liens on Prepetition Shared Term Priority Collateral*. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected fifth (subject to the Carve-Out and junior and subject only to (I) the Term DIP Term Priority Collateral Priming Liens, (II) the Intercompany DIP Liens, (III) the Shared Term Collateral AP Liens and (IV) the Prepetition BrandCo Liens and the Prepetition 2016 Term Loan Liens, in each case, on the Prepetition Shared Term Priority Collateral) priority priming security interest in and lien upon all Prepetition Shared Term Priority Collateral, regardless of where located, (the "**ABL DIP Term Priority Collateral Priming Liens**"), which ABL DIP Term Priority Collateral Priming Liens shall prime in all respects the interests of the Prepetition ABL Secured Parties arising from the current and future liens of the Prepetition ABL Secured Parties on the Prepetition Shared Term Priority Collateral (including, without limitation, the Adequate Protection Liens granted to the Prepetition ABL Secured Parties) (the "**ABL DIP Term Priority Collateral Primed Liens**");

(iv) *Liens Priming Certain Prepetition Secured Parties' Liens on Prepetition ABL Priority Collateral*. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first (subject only to the Carve-Out) priority senior priming security interest in and lien upon all Prepetition ABL Priority Collateral, regardless of where located (the "**ABL DIP ABL Priority Collateral Priming Liens**" and, together with the ABL DIP Term Priority Collateral Priming Liens, the "**ABL DIP Priming Liens**"), which ABL DIP ABL Priority Collateral Priming Liens shall prime in all respects the interests of the Prepetition Secured Parties arising from the current and future liens of the Prepetition Secured Parties on the Prepetition ABL Priority Collateral (including, without limitation, the Adequate Protection Liens granted to the Prepetition Secured Parties) (the "**ABL DIP ABL Priority Collateral Primed Liens**" and, together with the ABL DIP Term Priority Collateral Primed Liens, the "**ABL DIP Primed Liens**" and, together with the Term DIP Primed Liens, the "**Primed Liens**");

(v) *Liens Junior to Certain Other Liens*. Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing,

enforceable, fully perfected security interest in and lien upon all tangible and intangible prepetition and postpetition property of each Debtor ABL DIP Loan Party that is not described in the foregoing clauses (i) through (iv), which shall be junior and subordinate only to (A) any Non-Primed Excepted Lien on such property and (B) with respect to any such property that is of the same nature, scope and type as the Prepetition Shared Term Priority Collateral (such property, together with the Prepetition Shared Term Priority Collateral and the OpCo Unencumbered Term Priority Property, the "**Term Priority DIP Collateral**"), the Term DIP Liens, the Intercompany DIP Liens and the Shared Term Collateral AP Liens on such property; *provided* that nothing in the foregoing shall limit the rights of the ABL DIP Secured Parties under the ABL DIP Documents to the extent such Non-Primed Excepted Liens are not permitted thereunder;[12] and

(vi) *ABL DIP Liens Senior to Certain Other Liens.* The ABL DIP Liens shall not be (i) subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under section 551 of the Bankruptcy Code, (B) unless otherwise provided for in this Final Order or the other ABL DIP Documents, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the Debtor ABL DIP Loan Parties, or (C) any intercompany or affiliate liens of the Debtor ABL DIP Loan Parties or security interests of the Debtor ABL DIP Loan Parties; or (ii) subordinated to or made *pari passu* with any other lien or security interest under section 363 or 364 of the Bankruptcy Code granted after the date hereof.

(d) *Relative Priority of Liens*. Notwithstanding anything to the contrary in this Final Order or in the other DIP Documents, subject to paragraph 29 hereof, the relative priority of each DIP Lien granted in paragraph 6 of the Interim Order and this paragraph 6, the Prepetition

[12] With respect to any Prepetition Shared Collateral that is subject to an ABL DIP Primed Lien and a Non-Primed Excepted Lien, the ABL DIP Priming Liens on such Prepetition Collateral shall prime and be senior to the applicable ABL DIP Primed Lien but junior and subordinate to the Non-Primed Excepted Lien; *provided* that nothing herein shall limit the rights of the ABL DIP Secured Parties under the ABL DIP Documents to the extent such Non-Primed Excepted Lien is not permitted thereunder.

BrandCo Liens, the Prepetition 2016 Term Loan Liens, the Prepetition FILO ABL Liens, the Shared Term Collateral AP Liens, the BrandCo Collateral AP Liens and the FILO ABL AP Liens shall be as set forth in **Exhibit 1** attached hereto; *provided* that, for the avoidance of doubt, each such lien shall be subject to the Carve-Out in all respects.

(e) *Specified Leases*. Notwithstanding anything to the contrary in this Final Order or in the other DIP Documents, in no event shall the DIP Collateral include, or the DIP Liens and/or Adequate Protection Liens granted under the Interim Order or this Final Order attach to, any leasehold interest to the extent that a grant of a security interest therein would violate, breach or invalidate such lease or create a right of acceleration, modification, termination or cancellation in favor of any other party to such lease (other than any Debtor DIP Loan Party) after giving effect to the Bankruptcy Code, applicable anti-assignment provisions of the Uniform Commercial Code in effect in the State of New York or any successor provision thereof as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code of another applicable jurisdiction or any successor provision thereof (or similar code or statute) (the "**Uniform Commercial Code**") and any other applicable law, and only for so long as such prohibition exists and to the extent such prohibition was not created in contemplation of such grant of the DIP Liens and/or Adequate Protection Liens (such leases collectively referred to as the "**Specified Leases**"); provided that, prior to foreclosing on any leasehold interest pursuant to an exercise of remedies after the occurrence of an Event of Default, the DIP Secured Parties (and Prepetition Secured Parties, as applicable) shall provide such counterparty with five (5) business days' prior written notice; provided, further, that the foregoing shall not preclude any counterparty to a lease with the Debtors from an opportunity to be heard in this Court on notice with respect to whether such lease is a Specified Lease and the Court shall retain jurisdiction to hear and adjudicate

issues related thereto. Notwithstanding the foregoing, the DIP Liens (and Adequate Protection Liens) shall in all events attach to all of the applicable Debtor DIP Loan Parties' rights to proceeds, receivables, products and profits from all sales, transfers, dispositions, or monetizations of any and all unexpired leases, including Specified Leases. Notwithstanding anything to the contrary in this Final Order or in the other DIP Documents: (a) the rights of all parties are reserved with respect to whether (i) that certain office lease between One NY Plaza Co. LLC ("**One NY Plaza**") and Revlon Consumer Products Corp. for space at One New York Plaza, New York, New York (the "**One NY Plaza Lease**") or (ii) that certain distribution center lease between SIR Roanoke LLC ("**SIR Roanoke**"), and Elizabeth Arden, Inc. for space at 1751 Blue Hills Drive, Roanoke, VA (the "**SIR Roanoke Lease**") is a Specified Lease; and (b) neither the DIP Secured Parties nor Prepetition Secured Parties shall exercise foreclosure remedies with respect to the One NY Plaza Lease or the SIR Roanoke Lease without an order by the Court that the One NY Plaza Lease or the SIR Roanoke Lease, as applicable, is not a Specified Lease.

7. *Protection of DIP Lenders' Rights*.

(a) So long as there are any Term DIP Obligations outstanding or the Term DIP Lenders have any outstanding Term DIP Commitments under the Term DIP Documents, each Prepetition Secured Party shall (i) take no action to foreclose upon, or recover in connection with, the Term DIP Primed Liens on the DIP Collateral granted thereto pursuant to the Prepetition Loan Documents, the Interim Order or this Final Order, or otherwise seek to exercise or enforce any rights or remedies against the DIP Collateral subject to such Term DIP Primed Liens, including in connection with the Adequate Protection Liens; (ii) be deemed to have consented to any transfer, disposition or sale of, or release of liens on, the DIP Collateral subject to such Term DIP Primed Liens (but not any proceeds of such transfer, disposition or sale to the extent remaining after

payment in cash in full of the Term DIP Obligations and termination of the Term DIP Commitments), to the extent provided in any applicable Prepetition Intercreditor Agreement; (iii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect its security interests in the DIP Collateral subject to such Term DIP Primed Liens other than as necessary to give effect to this Final Order other than, solely as to this clause (iii), (x) the DIP Agents filing financing statements or other documents to perfect the liens granted pursuant to the Interim Order and this Final Order, or (y) as may be required by applicable state law or foreign law to complete a previously commenced process of perfection or to continue the perfection of valid and non-avoidable liens or security interests existing as of the Petition Date; and (iv) deliver or cause to be delivered, at the Debtor DIP Loan Parties' cost and expense, any termination statements, releases and/or assignments in favor of the Term DIP Agents or the Term DIP Secured Parties or other documents necessary to effectuate and/or evidence the release, termination and/or assignment of liens on any portion of the DIP Collateral subject to such Term DIP Primed Liens, subject to any ordinary course sale or court-approved disposition.

(b) So long as there are any ABL DIP Obligations outstanding or the ABL DIP Lenders have any outstanding ABL DIP Commitments under the ABL DIP Documents, each Prepetition Secured Party shall (i) take no action to foreclose upon, or recover in connection with, the ABL DIP Primed Liens on the DIP Collateral granted thereto pursuant to the Prepetition Loan Documents, the Interim Order or this Final Order, or otherwise seek to exercise or enforce any rights or remedies against the DIP Collateral subject to such ABL DIP Primed Liens, including in connection with the Adequate Protection Liens; (ii) be deemed to have consented to any transfer, disposition or sale of, or release of liens on, the DIP Collateral subject to such ABL DIP Primed

Liens (but not any proceeds of such transfer, disposition or sale to the extent remaining after payment in cash in full of the ABL DIP Obligations and termination of the ABL DIP Commitments), to the extent provided in any applicable Prepetition Intercreditor Agreement; (iii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect its security interests in the DIP Collateral subject to such ABL DIP Primed Liens other than as necessary to give effect to this Final Order other than, solely as to this clause (iii), (x) the DIP Agents filing financing statements or other documents to perfect the liens granted pursuant to the Interim Order and this Final Order, or (y) as may be required by applicable state law or foreign law to complete a previously commenced process of perfection or to continue the perfection of valid and non-avoidable liens or security interests existing as of the Petition Date; and (iv) deliver or cause to be delivered, at the Debtor DIP Loan Parties' cost and expense, any termination statements, releases and/or assignments in favor of the ABL DIP Agents or the ABL DIP Secured Parties or other documents necessary to effectuate and/or evidence the release, termination and/or assignment of liens on any portion of the DIP Collateral subject to such ABL DIP Primed Liens, subject to any ordinary course sale or court-approved disposition.

(c) To the extent any Prepetition Secured Party has possession of any Prepetition Collateral or DIP Collateral or has control with respect to any Prepetition Collateral or DIP Collateral, or has been noted as secured party on any certificate of title for a titled good constituting Prepetition Collateral or DIP Collateral, then such Prepetition Secured Party shall be deemed to maintain such possession or notation or exercise such control as a gratuitous bailee and/or gratuitous agent for perfection for the benefit of the applicable DIP Agents and the applicable DIP Secured Parties. In addition, to the extent that the Prepetition LIFO ABL Agent or

Prepetition BrandCo Agent is named as a mortgagee or control party, or is a party to any landlord waiver, bailee letter, debenture or other collateral agreement each applicable DIP Agent (on behalf of the applicable DIP Lenders) is also deemed to be a party thereto and shall act in that capacity for the applicable DIP Secured Parties, and the ABL DIP Facility is further deemed to be an amendment and restatement of the Prepetition LIFO ABL Obligations and Prepetition SISO ABL Obligation for purposes of any applicable mortgages, control agreements, landlord waivers, bailee letters, debentures or other collateral agreements, respectively.

(d) Any proceeds of Prepetition Collateral subject to the Primed Liens received by any Prepetition Secured Party, whether in connection with the exercise of any right or remedy (including setoff) relating to the Prepetition Collateral or otherwise received by the Prepetition Agents, shall be segregated and held in trust for the benefit of and forthwith paid over to the applicable DIP Agents for the benefit of the applicable DIP Secured Parties in the same form as received, with any necessary endorsements. The DIP Agents are hereby authorized to make any such endorsements as agent for the Prepetition Agents or any such Prepetition Secured Parties. This authorization is coupled with an interest and is irrevocable.

(e) The Automatic Stay is hereby modified to the extent necessary to permit each DIP Agent (acting at the direction of the applicable required parties under the DIP Documents) to take any or all of the following actions, at the same or different time, in each case without further order or application of the Court: (i) immediately upon the occurrence of an Event of Default, declare (A) the termination, reduction or restriction of any applicable further DIP Commitment to the extent any such DIP Commitment remains, (B) all applicable DIP Obligations to be immediately due, owing and payable, without presentment, demand, protest, or other notice of any kind, all of which are expressly waived by the Debtor DIP Loan Parties, notwithstanding anything

herein or in any DIP Document to the contrary, and (C) the termination of the applicable DIP Documents as to any future liability or obligation of the DIP Agents and the applicable DIP Lenders with respect to the DIP Commitments thereunder (but, for the avoidance of doubt, without affecting any of the DIP Liens or the DIP Obligations), and (ii) upon the occurrence and continuance of an Event of Default and the giving of seven (7) days' prior written notice (a "**Remedies Notice**") (which shall run concurrently with any notice required to be provided under the DIP Documents, including paragraph 26(b)) (the "**Remedies Notice Period**") via email to the DIP Notice Parties, which notice shall also be filed on the docket of the Court, unless this Court orders otherwise during the Remedies Notice Period after a hearing, (A) exercise all rights and remedies available under the applicable DIP Documents and otherwise available under applicable law whether or not the maturity of any of the DIP Obligations shall have been accelerated and (B) withdraw consent to the Debtors' continued use of applicable Cash Collateral. Solely following the payment in full of the Term DIP Obligations and termination of the Term DIP Commitments upon the occurrence of any Event of Default, the Prepetition BrandCo Agent shall be permitted to (A) file a Remedies Notice with the Court in accordance with this paragraph 7(e) and, unless the Court orders otherwise during the Remedies Notice Period after a hearing, withdraw consent to the Debtors' continued use of Prepetition Collateral (including Cash Collateral) and (B) file a motion on seven (7) days' notice (which shall run concurrently with the notice required to be provided in respect of the Remedies Notice and any notice required under paragraph 26(b)) seeking authority to proceed to protect, enforce and exercise all other rights and remedies provided under the Prepetition Loan Documents or applicable law (subject to the Prepetition Intercreditor Agreements).

(f) During the Remedies Notice Period, the Debtors shall be permitted to cure any Event of Default and to use Cash Collateral solely to (A) pay payroll and other critical administrative expenses to keep the business of the Debtors operating, strictly in accordance with the Approved Budget (without variance) or as necessary to maintain and maximize the value of the DIP Collateral, or as otherwise agreed by the DIP Agents, each acting at the direction of the applicable Required DIP Lenders, (B) fund the Carve-Out Account and (C) seek a hearing before the Court. During the Remedies Notice Period, the Debtors, the Creditors' Committee and/or any party in interest shall be entitled to seek an emergency hearing with the Court within the Remedies Notice Period solely for the purpose of contesting whether, in fact, an Event of Default has occurred and is continuing. Except as set forth in this Final Order, the Debtors hereby waive their right to seek relief under the Bankruptcy Code, including, without limitation, under section 105 of the Bankruptcy Code, to the extent that such relief would in any way impair or restrict the rights or remedies of the DIP Secured Parties set forth in this Final Order or the other DIP Documents.

(g) No rights, protections or remedies of the DIP Agents or the DIP Secured Parties granted by the provisions of this Final Order or the other DIP Documents shall be limited, modified or impaired in any way by: (i) any actual or purported withdrawal of the consent of any party to the Debtors' authority to continue to use Cash Collateral; (ii) any actual or purported termination of the Debtors' authority to continue to use Cash Collateral; or (iii) the terms of any other order or stipulation related to the Debtors' continued use of Cash Collateral or the provision of adequate protection to any party.

8. *Limitation on Charging Expenses Against Collateral*. No costs or expenses of administration of the Chapter 11 Cases or any Successor Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy

Code, shall be charged against or recovered from the DIP Collateral (including Cash Collateral) or Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the applicable DIP Agent or Prepetition Agent (including, for the avoidance of doubt, the Prepetition FILO ABL Agent in the case of the Prepetition ABL Priority Collateral), as applicable, and no consent shall be implied from any other action, inaction or acquiescence by the DIP Agents, the DIP Secured Parties, the Prepetition Agents or the Prepetition Secured Parties, and nothing contained in the Interim Order or this Final Order shall be deemed to be a consent by the DIP Agents, the DIP Secured Parties, the Prepetition Agents or the Prepetition Secured Parties to any charge, lien, assessment or claims against the DIP Collateral (including Cash Collateral) under section 506(c) of the Bankruptcy Code or otherwise.

9. *"Equities of the case" exception*. In no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to (a) the Prepetition BrandCo Agent or the Prepetition BrandCo Secured Parties with respect to proceeds, products, offspring or profits of any Prepetition Collateral or (b) the Prepetition ABL Agents, the Prepetition 2016 Term Loan Agent, the Prepetition ABL Secured Parties or the Prepetition 2016 Term Loan Secured Parties with respect to proceeds, products, offspring or profits of any Prepetition Shared Collateral.

10. *No Marshaling*. In no event shall (a) the DIP Agents or the DIP Secured Parties or (b) the Prepetition BrandCo Agent, the Prepetition BrandCo Secured Parties, the Prepetition 2016 Term Loan Secured Parties, the Prepetition 2016 Term Loan Agent, the Prepetition ABL Agents or the Prepetition ABL Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, the DIP Obligations, the Prepetition BrandCo Credit Facility Debt, the Prepetition ABL Credit Facility Debt or the Prepetition Collateral.

11. *Payments Free and Clear*. Any and all payments or proceeds remitted to (i) the DIP Agents by, through or on behalf of the DIP Secured Parties or (ii) Intercompany DIP Lenders, pursuant to the provisions of this Final Order, the other DIP Documents or any subsequent order of the Court, shall be irrevocable, received free and clear of any claim, charge, assessment or other liability, including, without limitation, any claim or charge arising out of or based on, directly or indirectly, sections 506(c) or 552(b) of the Bankruptcy Code, whether asserted or assessed by through or on behalf of the Debtors.

12. *Use of Cash Collateral*. The Debtors were, by the Interim Order, and hereby are, subject to the terms and conditions of this Final Order, authorized to use all Cash Collateral in accordance with the DIP Documents and Approved Budget (subject to permitted variances); *provided* that (a) the Prepetition Secured Parties are granted the Adequate Protection as hereinafter set forth and (b) except on the terms and conditions of this Final Order, the Debtors shall be enjoined and prohibited from at any times using the Cash Collateral absent further order of the Court.

13. *Disposition of DIP Collateral*. The Debtor DIP Loan Parties shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral, except as permitted by the DIP Documents and, to the extent required under the Bankruptcy Code, further order of this Court, upon notice to each of the DIP Notice Parties and all other parties in interest entitled to receive notices in these Chapter 11 Cases.

14. *Adequate Protection on Account of Prepetition Shared Term Priority Collateral*. The Prepetition BrandCo Secured Parties and the Prepetition 2016 Term Loan Secured Parties are entitled, pursuant to sections 361, 362, 363(e), 364(d)(1), 503 and 507 of the Bankruptcy Code, to adequate protection of their interests in all Prepetition Shared Term Priority Collateral in an

amount equal to the aggregate diminution in the value of such parties' interests in the Prepetition Shared Term Priority Collateral from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any diminution resulting from the sale, lease or use by the OpCo Debtors of the Prepetition Shared Term Priority Collateral, the priming of the Prepetition 2016 Term Loan Liens and the Prepetition BrandCo Liens on the Prepetition Shared Term Priority Collateral by the DIP Liens pursuant to the DIP Documents, the Interim Order and this Final Order, the payment of any amounts under the Carve-Out or pursuant to the Interim Order, this Final Order or any other order of the Court or provision of the Bankruptcy Code or otherwise, or the imposition of the Automatic Stay in respect of the Prepetition Shared Term Priority Collateral (the "**Term Collateral Diminution Claims**"). For the avoidance of doubt, the Creditors' Committee and all other parties in interest reserve all of their respective rights in respect of whether any such diminution has occurred. In consideration of the foregoing, the Prepetition BrandCo Agent, for the benefit of the Prepetition BrandCo Secured Parties, and the Prepetition 2016 Term Loan Agent, for the benefit of the Prepetition 2016 Term Loan Secured Parties, are hereby granted the following as Adequate Protection for, and to secure repayment of an amount equal to such Term Collateral Diminution Claims (collectively, the "**Term Collateral Adequate Protection Obligations**"):

(a) *Prepetition Shared Term Priority Collateral Adequate Protection Liens*. The Prepetition BrandCo Agent, for itself and for the benefit of the other Prepetition BrandCo Secured Parties, and the Prepetition 2016 Term Loan Agent, for itself and for the benefit of the Prepetition 2016 Term Loan Secured Parties, were, by the Interim Order, and hereby are granted (effective and perfected as of the date of the Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other

agreements) in the amount of their respective Term Collateral Diminution Claims, a valid, perfected replacement security interest in and lien upon all Term Priority DIP Collateral and ABL Priority DIP Collateral (the "**Shared Term Collateral AP Liens**"), in accordance with the priorities shown in **Exhibit 1** and in each case subject to the Carve-Out; *provided* that the Shared Term Collateral AP Liens of the Prepetition BrandCo Secured Parties and the Prepetition 2016 Term Loan Secured Parties shall be subject to the Prepetition Pari Passu Term Loan Intercreditor Agreement and the Prepetition ABL Intercreditor Agreement.

(b) *Prepetition Shared Term Priority Collateral Section 507(b) Claims*. The Prepetition BrandCo Agent, for itself and for the benefit of the other Prepetition BrandCo Secured Parties, and the Prepetition 2016 Term Loan Agent, for itself and for the benefit of the Prepetition 2016 Term Loan Secured Parties, are hereby granted, subject to the Carve-Out, an allowed superpriority administrative expense claim against the OpCo Debtors as provided for in section 507(b) of the Bankruptcy Code in the amount of any portion of such parties' Term Collateral Diminution Claims not satisfied by the Shared Term Collateral AP Liens, with priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code, except as set forth below, and subject to, as applicable, the Prepetition Intercreditor Agreements (the "**Term Collateral 507(b) Claims**"), which Term Collateral 507(b) Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses of the OpCo Debtors allowed under section 503(b) of the Bankruptcy Code, and which Term Collateral 507(b) Claims shall have recourse to and be payable from all prepetition and postpetition property of the OpCo Debtors and all proceeds thereof (excluding Avoidance Actions, but including Avoidance Proceeds). The Term Collateral 507(b) Claims shall be subject to the Carve-Out and the DIP Superpriority Claims. Except to the extent expressly set

forth in the Interim Order, this Final Order or the other DIP Documents, neither the Prepetition BrandCo Secured Parties nor the Prepetition 2016 Term Loan Secured Parties shall receive or retain any payments, property or other amounts in respect of the Term Collateral 507(b) Claims unless and until the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) have indefeasibly been paid in cash in full and all DIP Commitments have been terminated.

(c) *Prepetition 2016 Term Loan Secured Parties Fees and Expenses*. As Adequate Protection for any diminution in value of their interests in the Prepetition Shared Collateral, Citibank, solely in its capacity as Prepetition 2016 Term Loan Agent, shall be entitled to payment of all reasonable and documented prepetition and postpetition fees and expenses of Latham & Watkins LLP, as lead counsel to the Prepetition 2016 Term Loan Agent, and one financial advisor (such fees and expenses, the "**2016 Term Loan Agent Fees and Expenses**"), subject to (i) the review procedures set forth in paragraph 28 of this Final Order, including the notice provisions thereof and (ii) the limitations on the use of funds set forth in paragraph 30.

15. *Adequate Protection on Account of Prepetition BrandCo Collateral*. The Prepetition BrandCo Secured Parties are entitled, pursuant to sections 361, 362, 363(e), 364(d)(1), 503 and 507 of the Bankruptcy Code, to adequate protection of their interests in all Prepetition BrandCo Collateral in an amount equal to the aggregate diminution in the value of the Prepetition BrandCo Secured Parties' interests in the Prepetition BrandCo Collateral from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any diminution resulting from the sale, lease or use by the Debtors of the Prepetition BrandCo Collateral, the priming of the Prepetition BrandCo Liens on the Prepetition BrandCo Collateral by the DIP Liens pursuant to the DIP Documents, the Interim Order and this Final Order,

the payment of any amounts under the Carve-Out or pursuant to the Interim Order, this Final Order or any other order of the Court or provision of the Bankruptcy Code or otherwise, or the imposition of the Automatic Stay in respect of the Prepetition BrandCo Collateral (the "**BrandCo Collateral Diminution Claims**"). In consideration of the foregoing, the Prepetition BrandCo Agent, for the benefit of the Prepetition BrandCo Secured Parties (or, with respect to paragraph 17, the holders of the Term B-1 Loans only), is hereby granted the following as Adequate Protection for, and to secure repayment of an amount equal to such BrandCo Collateral Diminution Claims (collectively, the "**BrandCo Collateral Adequate Protection Obligations**"):

(a) *Prepetition BrandCo Collateral Adequate Protection Liens*. The Prepetition BrandCo Agent, for itself and for the benefit of the other Prepetition BrandCo Secured Parties, was, by the Interim Order, and hereby is granted (effective and perfected as of the date of the Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements), in the amount of the Prepetition BrandCo Secured Parties' BrandCo Collateral Diminution Claims, a valid, perfected replacement security interest in and lien upon all BrandCo DIP Collateral (the "**BrandCo Collateral AP Liens**"), in accordance with the priorities shown in **Exhibit 1** and in each case subject to the Carve-Out; *provided* that the BrandCo Collateral AP Liens of the Prepetition BrandCo Secured Parties shall be subject to the Prepetition BrandCo Intercreditor Agreement. For the avoidance of doubt, the BrandCo Collateral AP Liens will not attach to any Avoidance Proceeds recovered by the OpCo Debtors from the BrandCo Entities.

(b) *Prepetition BrandCo Collateral Section 507(b) Claims*. The Prepetition BrandCo Agent, for itself and for the benefit of the other Prepetition BrandCo Secured Parties, is hereby granted, subject to the Carve-Out, an allowed superpriority administrative expense claim

against the BrandCo Entities as provided for in section 507(b) of the Bankruptcy Code in the amount of the Prepetition BrandCo Secured Parties' BrandCo Collateral Diminution Claims, with priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code, except as set forth below, and subject to, as applicable, the Prepetition Intercreditor Agreements (the "**BrandCo Collateral 507(b) Claims**"), which BrandCo Collateral 507(b) Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses of the BrandCo Entities allowed under section 503(b) of the Bankruptcy Code, and which BrandCo Collateral 507(b) Claims shall have recourse to and be payable from all prepetition and postpetition property of the BrandCo Entities and all proceeds thereof (excluding Avoidance Actions, but including Avoidance Proceeds). For the avoidance of doubt, the BrandCo Collateral 507(b) Claims will not have recourse to Avoidance Proceeds recovered by the OpCo Debtors from the BrandCo Entities. The BrandCo Collateral 507(b) Claims shall be subject to the Carve-Out and the Term DIP Superpriority Claims. Except to the extent expressly set forth in the Interim Order, this Final Order or the other Term DIP Documents, the Prepetition BrandCo Secured Parties shall not receive or retain any payments, property or other amounts in respect of the BrandCo Collateral 507(b) Claims unless and until the Term DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) have indefeasibly been paid in cash in full and all Term DIP Commitments have been terminated.

16. *Adequate Protection of Prepetition FILO ABL Secured Parties*. The Prepetition FILO ABL Secured Parties are entitled, pursuant to sections 361, 362, 363(e), 364(d)(1), 503 and 507 of the Bankruptcy Code, to adequate protection of their interests in all Prepetition ABL Priority Collateral in an amount equal to (i) in the case of the FILO ABL AP Liens as set forth and defined

below in paragraph 16(a), the Prepetition FILO ABL Secured Parties' allowed claims in respect of the Prepetition FILO ABL Obligations, and (ii) in the case of the FILO ABL 507(b) Claims as set forth and defined below in paragraph 16(b), the aggregate diminution in the value of the Prepetition FILO ABL Secured Parties' interests in the Prepetition ABL Priority Collateral from and after the Petition Date, if any and only to the extent not satisfied by the FILO ABL AP Liens, for any reason provided for under the Bankruptcy Code, including, without limitation, any diminution resulting from the sale, lease or use by the Debtors of the Prepetition ABL Priority Collateral, the priming of the Prepetition FILO ABL Liens on the Prepetition ABL Priority Collateral by the DIP Liens pursuant to the DIP Documents, the Interim Order and this Final Order, the payment of any amounts under the Carve-Out or pursuant to the Interim Order, this Final Order or any other order of the Court or provision of the Bankruptcy Code or otherwise, or the imposition of the Automatic Stay in respect of the Prepetition ABL Priority Collateral (the "**FILO ABL Diminution Claims**" and, together with the Term Collateral Diminution Claims and the BrandCo Collateral Diminution Claims, the "**Diminution Claims**"). In consideration of the foregoing, the Prepetition FILO ABL Agent, for the benefit of the Prepetition FILO ABL Secured Parties, is hereby granted the following as Adequate Protection in the amounts set forth and as described in paragraphs 16(a) and 16(b) (collectively, the "**FILO ABL Adequate Protection Obligations**" and, together with the Term Collateral Adequate Protection Obligations and the BrandCo Collateral Adequate Protection Obligations, the "**Adequate Protection Obligations**"):

(a) *Prepetition FILO ABL Adequate Protection Liens*. The Prepetition FILO ABL Agent, for itself and for the benefit of the other Prepetition FILO ABL Secured Parties, was, by the Interim Order, and hereby is granted (effective and perfected as of the date of the Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge

agreements, financing statements or other agreements) a valid, perfected replacement security interest in and lien upon, to the extent of the Prepetition FILO ABL Secured Parties' allowed claims in respect of the Prepetition FILO ABL Obligations, all Term Priority DIP Collateral and ABL Priority DIP Collateral (the "**FILO ABL AP Liens**" and, together with the Shared Term Collateral AP Liens and the BrandCo Collateral AP Liens, the "**Adequate Protection Liens**"), in accordance with the priorities shown in **Exhibit 1** and in each case subject to the Carve-Out; *provided* that the FILO ABL AP Liens of the Prepetition FILO ABL Secured Parties shall be subject to the Prepetition ABL Credit Agreement.

(b) *FILO ABL Section 507(b) Claims*. The Prepetition FILO ABL Agent, for itself and for the benefit of the other Prepetition FILO ABL Secured Parties, is hereby granted, subject to the Carve-Out, an allowed superpriority administrative expense claim against the OpCo Debtors as provided for in section 507(b) of the Bankruptcy Code in the amount of the Prepetition FILO ABL Secured Parties' FILO ABL Diminution Claims, with priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code, except as set forth below, and subject to, as applicable, the Prepetition Intercreditor Agreements and the other Prepetition ABL Loan Documents (the "**FILO ABL 507(b) Claims**" and, together with the Term Collateral 507(b) Claims and the BrandCo Collateral 507(b) Claims, the "**507(b) Claims**"), which FILO ABL 507(b) Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses of the OpCo Debtors allowed under section 503(b) of the Bankruptcy Code, and which FILO ABL 507(b) Claims shall have recourse to and be payable from all prepetition and postpetition property of the OpCo Debtors and all proceeds thereof (excluding Avoidance Actions, but including Avoidance Proceeds). The FILO ABL 507(b) Claims shall be subject to the Carve-Out and the DIP

Superpriority Claims. Interest shall accrue in respect of the Prepetition FILO ABL Obligations in accordance with the Prepetition ABL Credit Agreement; *provided* that, to the extent that any such accrual of interest (x) is the subject of a successful Challenge (as defined herein) under paragraph 29 or (y) is otherwise determined to be inconsistent with sections 506(a) and (b) of the Bankruptcy Code, then such accrual of postpetition interest may be unwound. Except to the extent expressly set forth in the Interim Order, this Final Order or the other DIP Documents, the Prepetition FILO ABL Secured Parties shall not receive or retain any payments, property or other amounts in respect of the FILO ABL 507(b) Claims unless and until the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) have indefeasibly been paid in cash in full and all DIP Commitments have been terminated. Notwithstanding anything in this paragraph 16, the Debtors and the Prepetition FILO ABL Secured Parties reserve their rights as to whether section 10.19 of the Prepetition ABL Credit Agreement or any other provision of the Prepetition ABL Credit Agreement or Prepetition ABL Intercreditor Agreement waives or limits the amount of the FILO ABL Diminution Claims, including as a result of any transaction being permitted thereunder without the consent of the Prepetition FILO Secured Parties.

17. *Prepetition BrandCo Term B-1 Loans Interest Payment*. As (x) Adequate Protection for any diminution in value of their interests in the Prepetition BrandCo Collateral and (y) consideration for their agreement to extension of the Intercompany DIP Facility, (a) the Prepetition BrandCo Agent, on behalf of the holders of the Term B-1 Loans, shall continue to receive quarterly payments (the "**BrandCo B-1 Payments**") equal to the interest payable in cash accrued since the last interest payment in respect of the Term B-1 Loans (including (i) as to the first such BrandCo B-1 Payment, amounts accrued prior to the Petition Date that became due as of June 8, 2022, which shall be paid as soon as reasonably practicable after the Petition Date, and

(ii) as to the second such BrandCo B-1 Payment, amounts accrued since June 8, 2022, which shall be paid on the next regularly scheduled quarterly payment date, which is September 8, 2022) at the non-default interest rate applicable to the Term B-1 Loans under the Prepetition BrandCo Credit Agreement during such quarterly period, (b) interest paid in kind under the terms of the Prepetition BrandCo Credit Agreement shall continue to accrue and be paid in kind in respect of the Term B-1 Loans at the non-default rate that would otherwise be owed to the Prepetition BrandCo Lenders holding the Term B-1 Loans in accordance with the Prepetition BrandCo Credit Agreement and (c) default interest due under the terms of the Prepetition BrandCo Credit Agreement shall accrue and be paid in kind in respect of the Term B-1 Loans in accordance with the Prepetition BrandCo Credit Agreement; *provided* that, to the extent that any BrandCo B-1 Payments (x) must be repaid as a result of a successful Challenge (as defined herein) under paragraph 29 or (y) are otherwise determined to be inconsistent with sections 506(a) and (b) of the Bankruptcy Code, then such BrandCo B-1 Payments shall be recharacterized as repayment of principal of the secured claims in respect of the Prepetition BrandCo Credit Facility Debt (or disgorged, in the event that the Prepetition BrandCo Credit Facility Debt is determined by final, non-appealable order of this Court or another court of competent jurisdiction not to be an allowed secured claim), and the accrual of postpetition interest paid in kind and default interest may be unwound. The Prepetition BrandCo Agent and the Prepetition BrandCo Lenders reserve all rights to assert claims for payment of additional interest, whether adequate protection or otherwise, and the Debtors, the Creditors' Committee and other parties in interest reserve all of their respective rights to object to such claims if and when asserted. The rights of all parties in interest are reserved with respect to whether the BrandCo B-1 Payments made by the Borrower are required to be distributed pursuant to the waterfall set forth in the Prepetition Pari Passu Term Loan Intercreditor

Agreement. In the event that any party in interest obtains a final non-appealable order ruling that the BrandCo B-1 Payments made by the Borrower are required to be distributed pursuant to the waterfall set forth in the Prepetition Pari Passu Term Loan Intercreditor Agreement, each BrandCo B-1 Payment made by the Borrower prior to such ruling shall be deemed to have reduced the Intercompany DIP Obligations as a prepayment as of the date of such BrandCo B-1 Payment, and each BrandCo B-1 Payment made by the Borrower after the date of such ruling shall be deemed to reduce the Intercompany DIP Obligations as a prepayment.

18. *Prepetition BrandCo Secured Parties Fees and Expenses*. As (a) Adequate Protection for any diminution in value of their interests in the Prepetition BrandCo Collateral, (b) consideration for their agreement to extension of the Intercompany DIP Facility and (c) consideration for their commitment to extend the Term DIP Facility, the Prepetition BrandCo Agent and the Ad Hoc Group of BrandCo Lenders shall be entitled to current cash payment of all reasonable and documented prepetition and postpetition fees and expenses, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of primary, special, conflicts and local counsel (in each applicable jurisdiction) and financial advisors, including without limitation, Davis Polk & Wardwell LLP, Centerview Partners LLC, Kobre & Kim LLP, Goodmans LLP, Paul Hastings LLP and any other advisors retained by or on behalf of the Prepetition BrandCo Agent or the Ad Hoc Group of BrandCo Lenders (such fees and expenses, the "**BrandCo Fees and Expenses**" and, such counsel and advisors, the "**Prepetition BrandCo Secured Parties Advisors**"), subject to the review procedures set forth in paragraph 28 of this Final Order, including the notice provisions thereof.

19. *Letters of Credit.*

(a) *JP Morgan Letters of Credit*. Pursuant to the Continuing Agreement for Standby Letters of Credit, dated May 6, 2021, the Assignment of Deposits, dated October 20, 2020, and the Amended and Restated Assignment of Deposits, dated June 7, 2021, in each case between RCPC and JPMorgan Chase Bank, N.A. (together, the "**JPMC LC Agreements**"), JPMorgan Chase Bank, N.A. ("**JPMC**") has issued letters of credit in the aggregate face amount of approximately $2,280,000 (subject to adjustment based upon foreign currency exchange rates in accordance with the JPMC LC Agreements) (the "**JPMC LCs**") for the account of one or more Debtors and the Debtors have provided cash collateral in the amount of approximately $2,508,000 (subject to adjustment based upon foreign currency exchange rates in accordance with the JPMC LC Agreements) to JPMC (the "**JPMC Cash Collateral**"). The Debtors agree that JPMC is entitled to Adequate Protection of its interest in the JPMC Cash Collateral and the Debtors were, by the Interim Order, and hereby are authorized to provide such Adequate Protection in accordance with this paragraph 19(a). The JPMC Cash Collateral will (i) continue to be held by JPMC during the pendency of the Debtors' Chapter 11 Cases, in accordance with the terms of the JPMC LC Agreements, and (ii) continue to secure all reimbursement obligations and the payment of fees, costs and expenses now or hereafter owing to JPMC in respect of the JPMC LCs, all of which shall continue to accrue and be payable to JPMC in accordance with the JPMC LC Agreements (collectively, the "**JPMC LC Obligations**"). JPMC was, by the Interim Order, and hereby is authorized to apply all or any portion of the JPMC Cash Collateral to the payment of the JPMC LC Obligations from time to time without further notice to or consent by the Debtors or any other party in interest and without further order of the Court. Notwithstanding anything to the contrary in this Final Order or any other order, (a) JPMC's lien on the JPMC Cash Collateral shall not be subject or subordinate to the Carve-Out, the DIP Liens, the Adequate Protection Liens, the

Permitted Prior Liens or the Prepetition Liens, and (b) JPMC shall be entitled to an allowed administrative expense claim in an amount equal to the JPMC LC Obligations (but limited to the amount of the JPMC Cash Collateral) in each of the OpCo Debtors' Chapter 11 Cases and in any Successor Cases (the "**JPMC Adequate Protection Claim**"). The JPMC Adequate Protection Claim shall be senior to all other administrative claims (including the Carve-Out, the DIP Superpriority Claim and the 507(b) Claims). The JPMC Cash Collateral shall be returned to the Debtors upon (x) the expiration of the JPMC LCs, (y) the provision to JPMC of a backup LC satisfactory to JPMC, or (z) the return of the undrawn JPMC LCs.

(b) *Citibank Letters of Credit*. Pursuant to the Continuing Agreement for Standby Letters of Credit, dated August 2, 2021, and the Pledge, Assignment and Control Agreement, dated August 2, 2021, in each case between RCPC and Citibank (together, the "**Citibank LC Agreements**"), Citibank has issued letters of credit in the aggregate face amount of approximately $5,921,787 (subject to adjustment based upon foreign currency exchange rates in accordance with the Citibank LC Agreements) (the "**Citibank LCs**") for the account of one or more Debtors and the Debtors have provided cash collateral in the amount of approximately $6,099,441 (subject to adjustment based upon foreign currency exchange rates in accordance with the Citibank LC Agreements) to Citibank (the "**Citibank LC Cash Collateral**"). The Debtors agree that Citibank is entitled to Adequate Protection of its interest in the Citibank LC Cash Collateral and the Debtors hereby are authorized to provide such Adequate Protection in accordance with this paragraph 19(b). The Citibank LC Cash Collateral will (i) continue to be held by Citibank during the pendency of the Debtors' Chapter 11 Cases, in accordance with the terms of the Citibank LC Agreements, and (ii) continue to secure all reimbursement obligations and the payment of fees, costs and expenses now or hereafter owing to Citibank in respect of the Citibank

LCs, all of which shall continue to accrue and be payable to Citibank in accordance with the Citibank LC Agreements (collectively, the "**Citibank LC Obligations**"). Citibank hereby is authorized to apply all or any portion of the Citibank LC Cash Collateral to the payment of the Citibank LC Obligations from time to time without further notice to or consent by the Debtors or any other party in interest and without further order of the Court. Notwithstanding anything to the contrary in this Final Order or any other order, (a) Citibank's lien on the Citibank LC Cash Collateral shall not be subject or subordinate to the Carve-Out, the DIP Liens, the Adequate Protection Liens, the Permitted Prior Liens or the Prepetition Liens, and (b) Citibank shall be entitled to an allowed administrative expense claim in an amount equal to the Citibank LC Obligations (but limited to the amount of the Citibank LC Cash Collateral) in each of the OpCo Debtors' Chapter 11 Cases and in any Successor Cases (the "**Citibank LC Adequate Protection Claim**"). The Citibank LC Adequate Protection Claim shall be senior to all other administrative claims (including the Carve-Out, the DIP Superpriority Claim and the 507(b) Claims). The Citibank LC Cash Collateral shall be returned to the Debtors upon (x) the expiration of the Citibank LCs, (y) the provision to Citibank of a backup LC satisfactory to Citibank or (z) the return to Citibank of the undrawn Citibank LCs.

20. *Prepetition Secured Parties' Adequate Protection Information Rights*. The Debtor DIP Loan Parties shall promptly provide the Prepetition Agents, for distribution to the Prepetition Secured Parties and, to the extent applicable, counsel to such parties, including counsel to the Ad Hoc Group of BrandCo Lenders, counsel to the Prepetition FILO ABL Agent and counsel to the Ad Hoc Group of 2016 Term Loan Lenders (and subject to applicable confidentiality restrictions in any of the Prepetition Loan Documents, including with respect to any "private" side lender database), with all required written financial reporting and other periodic reporting that is required

to be provided to the DIP Agents or the DIP Secured Parties under the DIP Documents, including without limitation the reporting required under sections 6.1 and 6.2 of the Term DIP Credit Agreement (the "**Adequate Protection Reporting Requirement**"). Upon the indefeasible payment in full of all DIP Obligations and termination of all DIP Commitments, the Prepetition Secured Parties shall continue to be entitled hereby to satisfaction of the Adequate Protection Reporting Requirement. Copies of all reports delivered to the Prepetition Agents pursuant to this paragraph 20 shall be substantially simultaneously delivered to the financial advisors and investment bankers for the Creditors' Committee (pursuant to a confidentiality agreement or information sharing protocol in form and substance reasonably satisfactory to the Debtors) and following delivery of such reports, the Debtors' financial advisors shall conduct an explanatory call in regards to such reports with the Creditors' Committee's financial advisors. Copies of all Approved Budgets shall be delivered to the Creditors' Committee's advisors.

21. *Maintenance of Collateral*. The Debtor DIP Loan Parties shall continue to maintain and insure the Prepetition Collateral and DIP Collateral in amounts and for the risks, and by the entities, as required under the Prepetition Loan Documents and the DIP Documents.

22. *Ad Hoc Group of 2016 Term Loan Lenders and Prepetition FILO ABL Agent Fees and Expenses*.

(a) Akin, as lead counsel, and Moelis & Company ("**Moelis**"), as financial advisor, to the Ad Hoc Group of 2016 Term Loan Lenders, shall be entitled to payment of all reasonable and documented prepetition and postpetition fees and expenses subject to the following limits (a) on account of Akin's fees and expenses accrued through the Petition Date, capped in an amount not to exceed $1 million in the aggregate; (b) on account of Akin's fees and expenses accrued between the Petition Date and July 31, 2022, capped in an amount not to exceed $1 million

in the aggregate; and (c) on account of such fees and expenses accrued by (i) Akin beginning August 1, 2022, capped in an amount not to exceed $450,000 per month, and (ii) Moelis beginning June 1, 2022, in a fixed amount of $125,000 per month plus reasonable and documented expenses, subject, in each case, to (x) the review procedures set forth in paragraph 28 of this Final Order, including the notice provisions thereof and (y) the limitations on the use of funds set forth in paragraph 30 of this Final Order (such fees and expenses, the "**2016 Ad Hoc Group Fees and Expenses**" and, together with the 2016 Term Loan Agent Fees and Expenses, the "**2016 Term Loan Fees and Expenses**"); *provided* that the Required Term DIP Lenders or the Debtors may terminate the foregoing clause (c) after providing Akin and Moelis seven (7) days' advance written notice (x) beginning November 8, 2022; (y) if (I) prior to the issuance of a decision in the Citibank Appeal (as defined herein) or after the issuance of a decision in the Citibank Appeal against Citibank, the Ad Hoc Group of 2016 Term Loan Lenders ceases to hold a majority of the term loans under the Prepetition 2016 Term Loan Credit Agreement that are not subject to the Citibank Appeal, such holdings to be reported to the Required Term DIP Lenders every thirty (30) days after the entry of this Final Order or (II) the Citibank Appeal is decided in Citibank's favor requiring the mistaken payments be returned to Citibank; or (z) if the Ad Hoc Group of 2016 Term Loan Lenders asserts or supports any Challenge or Third-Party Claim (as defined herein) against any Prepetition BrandCo Secured Party or BrandCo Entity or objects to any plan of reorganization or restructuring support agreement; *provided*, *however*, that any such termination will not affect the obligation to pay any 2016 Ad Hoc Group Fees and Expenses accrued, including amounts accrued but unpaid, prior to the effective date of such termination.

(b) Munger, Tolles, & Olson LLP ("**Munger**"), Cohn-Reznick LLC, and Holland & Knight LLP, as professionals to the Prepetition FILO ABL Agent, shall be reimbursed

by the Debtors for all documented postpetition fees and expenses incurred in connection with the DIP Motion, the Interim Order, and this Final Order, in an aggregate amount not to exceed $150,000 and subject to the review procedures set forth in paragraph 28 of this Final Order, including the notice provisions thereof (such fees and expenses, the "**Prepetition FILO ABL Agent Fees and Expenses**"); *provided* that the rights (if any) of the Debtors, the Prepetition FILO ABL Agent, and all other parties in interest are reserved, and not subject to paragraph 29(a) hereof, as to whether any additional fees, expenses, or other amounts incurred by the Prepetition FILO ABL Agent or the Prepetition FILO ABL Lenders are included in their allowed claims or are required to be reimbursed by the Debtors in accordance with the terms of the Prepetition ABL Loan Documents and the pertinent provisions of the Bankruptcy Code.

23. *Intercompany DIP Facility Terms.* Amounts deemed borrowed under the Intercompany DIP Facility shall accrue interest, paid in kind on the last Business Day of each calendar quarter, from the date of each deemed borrowing at the rate applicable to "ABR Loans" and following the methods of computation set forth in section 2.15 of the Term DIP Credit Agreement. The Maturity Date for the Intercompany DIP Facility shall be the same as the "Maturity Date" provided in the Term DIP Credit Agreement. Upon such Maturity Date, the Borrower promises to pay the Intercompany DIP Lenders the unpaid principal amount of borrowings under the Intercompany DIP Facility and accrued interest on the unpaid principal amount of such borrowings made to the Borrower from time to time outstanding from the date made until payment in full thereof at the rates per annum, and on the dates, set forth in section 2.15 of the Term DIP Credit Agreement. The obligations of the Borrower under the Intercompany DIP Facility shall be guaranteed by the other Debtor Intercompany DIP Loan Parties on a joint and

several basis. For the avoidance of doubt, no further discounts, fees, or premiums shall be due in connection with the Intercompany DIP Facility.

24. *Reservation of Rights of Prepetition Secured Parties*. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties and any other parties holding interests that are secured by Primed Liens; *provided* that the Prepetition Agents acting on their own behalf or at the direction of the requisite Prepetition Secured Parties, as well as any Prepetition Secured Party in its individual capacity (in each case, subject to the applicable Prepetition Intercreditor Agreements and any other applicable contractual limitations on such rights), may, upon a change in circumstances, request further or different adequate protection, upon notice to the Debtors, the Creditors' Committee and other parties in interest, and the Debtor DIP Loan Parties or any other party in interest, including the Creditors' Committee, may contest any such request, in each case, subject to the Prepetition Intercreditor Agreements and any other contractual limitations on such rights.

25. *Perfection of DIP Liens and Adequate Protection Liens.*

(a) Without in any way limiting the automatically valid and effective perfection of the DIP Liens granted pursuant to paragraph 6 of the Interim Order and paragraph 6 hereof and the Adequate Protection Liens granted pursuant to paragraphs 14–16 of the Interim Order and paragraphs 14–16 hereof, the DIP Agents, the DIP Secured Parties, the Prepetition Agents and the Prepetition Secured Parties were, by the Interim Order, and hereby are authorized, but not required, to file or record (and to execute in the name of the Debtor DIP Loan Parties and the Prepetition Secured Parties (as applicable), as their true and lawful attorneys, with full power of substitution,

to the maximum extent permitted by law) financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, including as may be reasonably required or deemed appropriate by the applicable DIP Agent, acting at the direction of the applicable required parties under the DIP Documents, and the Prepetition Agents, acting at the direction of the required parties under the applicable Prepetition Loan Documents, under applicable local laws, or take possession of or control over cash or securities, or to amend or modify security documents, or enter into, amend or modify intercreditor agreements, or to subordinate existing liens and any other similar action or action in connection therewith or take any other action in order to document, validate and perfect the liens and security interests granted to them under the Interim Order and hereunder (the "**Perfection Actions**"). Whether or not the applicable DIP Agent, on behalf of the applicable DIP Secured Parties and acting at the direction of the applicable required parties under the DIP Documents, or the applicable Prepetition Agent, on behalf of the applicable Prepetition Secured Parties and acting at the direction of the applicable required parties under the applicable Prepetition Loan Documents, shall take such Perfection Actions, the liens and security interests granted pursuant to the Interim Order and hereunder were and shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of the Interim Order. Upon the request of a DIP Agent, acting at the direction of the applicable required parties under the DIP Documents, or a Prepetition Agent, acting at the direction of the applicable required parties under the applicable Prepetition Loan Documents, each of the Prepetition Secured Parties and the Debtor DIP Loan Parties, without any further consent of any party, and at the sole cost of the Debtors as set forth herein, was, by the Interim Order, and hereby is authorized (in the case of the Debtor DIP Loan Parties) and directed (in the case of the Prepetition Secured Parties), and such direction is

hereby deemed to constitute required direction under the applicable DIP Documents or Prepetition Loan Documents, to take, execute, deliver and file such actions, instruments and agreements (in each case, without representation or warranty of any kind) to enable the DIP Agents to further validate, perfect, preserve and enforce the DIP Liens in all jurisdictions required under the DIP Credit Agreements, including all local law documentation therefor determined to be reasonably necessary by such DIP Agent, acting at the direction of the applicable required parties under the DIP Documents; *provided*, *however*, that no action need be taken in a foreign jurisdiction that would jeopardize the validity and enforceability of the Prepetition Liens. All such documents were or will be deemed to have been recorded and filed as of the Petition Date.

(b) A certified copy of the Interim Order or this Final Order may, in the discretion of each DIP Agent, acting at the direction of the applicable required parties under the DIP Documents, and the Prepetition Agents, acting at the direction of the applicable required parties under the Prepetition Loan Documents, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices are hereby authorized and directed to accept a certified copy of this Final Order for filing and/or recording, as applicable. The Automatic Stay shall be modified to the extent necessary to permit the DIP Agents and the Prepetition Agents to take all actions, as applicable, referenced in this subparagraph (b) and the immediately preceding subparagraph (a).

26. *Preservation of Rights Granted Under this Final Order.*

(a) Other than the Carve-Out and other claims and liens expressly granted by this Final Order and as expressly provided in paragraphs 6 and 14–16, no claim or lien having a priority superior to or *pari passu* with those granted by the Interim Order or this Final Order to the DIP Agents, the DIP Secured Parties, the Prepetition Agents or the Prepetition Secured Parties

shall be permitted while any of the DIP Obligations or the Adequate Protection Obligations remain outstanding, and, except as otherwise expressly provided in this Final Order, the DIP Liens and the Adequate Protection Liens shall not be: (i) subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; (ii) subordinated to or made *pari passu* with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise; (iii) subordinated to or made *pari passu* with any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any liability of the Debtor DIP Loan Parties; or (iv) subject or junior to any intercompany or affiliate liens or security interests of the Debtor DIP Loan Parties.

(b) The occurrence and continuance of (x) any Event of Default (as defined in either of the DIP Credit Agreements) or (y) any violation of any of the terms of this Final Order, after notice by the applicable DIP Agent (acting at the direction of the applicable Required DIP Lenders) in writing to the DIP Notice Parties (or, after the indefeasible payment in full of the Term DIP Obligations and termination of the Term DIP Commitments, notice to such parties by the Prepetition BrandCo Agent, acting at the direction of the required parties under the applicable Prepetition BrandCo Loan Documents), shall constitute an event of default under this Final Order (each, an "**Event of Default**"); *provided* that the milestones set forth in section 6.17(d) of the Term DIP Credit Agreement and section 6.20(d) of the ABL DIP Credit Agreement shall be deemed to be August 2, 2022 (and any event of default previously resulting from the failure to comply with such provisions shall be deemed not to have occurred), the milestones set forth in section 6.17(e) of the Term DIP Credit Agreement and section 6.20(e) of the ABL DIP Credit Agreement shall be

deemed to be November 15, 2022, and the milestones set forth in section 6.17(f) of the Term DIP Credit Agreement and section 6.20(f) of the ABL DIP Credit Agreement shall be deemed to be December 14, 2022, in each case unless otherwise agreed in writing by the Required DIP Lenders. Upon an Event of Default, interest, including, where applicable, default interest, shall accrue and be paid as set forth in the DIP Credit Agreements. Notwithstanding any order that may be entered dismissing any of the Chapter 11 Cases under section 1112 of the Bankruptcy Code: (A) the DIP Superpriority Claims, the 507(b) Claims, the DIP Liens, and the Adequate Protection Liens, and any claims related to the foregoing, shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all DIP Obligations and Adequate Protection Obligations shall have been paid in full (and that such DIP Superpriority Claims, 507(b) Claims, DIP Liens and Adequate Protection Liens shall, notwithstanding such dismissal, remain binding on all parties in interest); (B) the other rights granted by this Final Order, including with respect to the Carve-Out, shall not be affected; and (C) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Final Order.

(c) If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect: (i) the validity, priority or enforceability of any DIP Obligations or Adequate Protection Obligations incurred prior to the actual receipt of written notice by either DIP Agent or the applicable Prepetition Agent, as applicable, of the effective date of such reversal, modification, vacatur or stay; or (ii) the validity, priority or enforceability of the DIP Liens or the Adequate Protection Liens or the Carve-Out. Notwithstanding any reversal, modification, vacatur or stay of any use of Cash Collateral, any DIP Obligations, DIP Liens, Adequate Protection Obligations or Adequate

Protection Liens incurred by the Debtor DIP Loan Parties and granted to the DIP Agents, the DIP Secured Parties, the Prepetition Agents or the other Prepetition Secured Parties, as the case may be, prior to the actual receipt of written notice by either DIP Agent or any Prepetition Agent, as applicable, of the effective date of such reversal, modification, vacatur or stay shall be governed in all respects by the original provisions of this Final Order. The DIP Secured Parties and the Prepetition Secured Parties shall be entitled to, and are hereby granted, all the rights, remedies, privileges and benefits arising under sections 364(e) and 363(m) of the Bankruptcy Code, this Final Order and the DIP Documents with respect to all uses of Cash Collateral, DIP Obligations and Adequate Protection Obligations, as applicable.

(d) Except as expressly provided in this Final Order or in the DIP Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Obligations, the 507(b) Claims and all other rights and remedies of the DIP Agents, the DIP Secured Parties, the Prepetition Agents and the Prepetition Secured Parties granted by the provisions of this Final Order and the DIP Documents and the Carve-Out shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the Chapter 11 Cases or terminating the joint administration of these Chapter 11 Cases or by any other act or omission; (ii) the entry of an order approving the sale of any DIP Collateral pursuant to section 363(b) of the Bankruptcy Code (except to the extent permitted by the DIP Documents); or (iii) the entry of an order confirming a chapter 11 plan in any of the Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtor DIP Loan Parties have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Final Order and the DIP Documents shall continue in these Chapter 11 Cases, in

any Successor Cases if these Chapter 11 Cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens and the Adequate Protection Obligations and all other rights and remedies of the DIP Agents, the DIP Secured Parties, the Prepetition Agents and the Prepetition Secured Parties granted by the provisions of this Final Order and the DIP Documents shall continue in full force and effect until the DIP Obligations are indefeasibly paid in full in cash, as set forth herein and in the DIP Documents, and the DIP Commitments have been terminated (and in the case of rights and remedies of the Prepetition BrandCo Agent, the Prepetition 2016 Term Loan Agent and Prepetition Secured Parties, shall remain in full force and effect thereafter, subject to the terms of this Final Order, until the Adequate Protection Obligations are indefeasibly paid in full in cash), and the Carve-Out shall continue in full force and effect.

27. *SISO Buy-Out Option*. The Prepetition SISO ABL Agent is deemed to waive its right to exercise the buy-out option (the "**SISO Buy-Out Option**") pursuant to Section 10 of the Amended and Restated Agreement among Lenders, dated as of March 31, 2022, among each lender executing such agreement and MidCap Funding IV Trust, as administrative agent under the Prepetition ABL Credit Agreement, which shall remain in full force and effect and continue to govern the relative priorities, rights and remedies of the ABL DIP Lenders under the ABL DIP Facility and the Prepetition ABL Secured Parties under the Prepetition ABL Credit Agreement.

28. *Payment of Fees and Expenses*. The Jefferies Engagement Letter and the Administrative Agent Fee Letters were, by the Interim Order, and hereby are approved, and the Debtor DIP Loan Parties were, by the Interim Order, and hereby are authorized to and shall pay the DIP Fees and Expenses, the BrandCo Fees and Expenses and the 2016 Term Loan Fees and Expenses, in each case to the extent reasonable and as provided for in this Final Order and the

other DIP Documents. The Debtor DIP Loan Parties are hereby authorized to and shall pay the Prepetition FILO ABL Agent Fees and Expenses in an amount not to exceed $150,000, subject only to documentation. Subject to the review procedures set forth in this paragraph 28, payment of all DIP Fees and Expenses, BrandCo Fees and Expenses, 2016 Term Loan Fees and Expenses and Prepetition FILO ABL Agent Fees and Expenses shall not be subject to allowance or review by the Court. Professionals for the DIP Secured Parties and the Prepetition Secured Parties entitled to payment under this Final Order shall not be required to comply with the U.S. Trustee fee guidelines, however any time that any such professional seeks payment of fees and expenses from the Debtor DIP Loan Parties after the Initial Draw and prior to confirmation of a chapter 11 plan, such professional shall provide summary copies of its invoices including aggregate amounts of fees and expenses and total amount of time (which shall not be required to contain individual time entries and which may be redacted, summarized or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of their invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine) to the Debtor DIP Loan Parties, the U.S. Trustee (provided that such invoices submitted to the U.S. Trustee shall be unredacted), and counsel to the Creditors' Committee (together, the "**Review Parties**"). In no event shall any invoice or other statement submitted by or on behalf of any professional for a DIP Secured Party or a Prepetition Secured Party to any Debtor, the Creditors' Committee, the U.S. Trustee or any other interested person (or any of their respective professionals) in accordance with the foregoing operate to waive the attorney/client privilege, the work-product doctrine or any other evidentiary privilege or protection recognized under applicable law. Any objections raised by any Review Party with respect to such invoices must be in writing

and state with particularity the grounds therefor and must be submitted to the applicable professional within ten (10) calendar days after the receipt by the Review Parties (the "**Review Period**"). If no written objection is received by 12:00 p.m., prevailing Eastern Time, on the end date of the Review Period, the Debtor DIP Loan Parties shall pay such invoices within five (5) calendar days thereafter. If an objection to a professional's invoice is received within the Review Period, the Debtor DIP Loan Parties shall promptly pay the undisputed amount of the invoice, without the necessity of filing formal fee applications, regardless of whether such amounts arose or were incurred before or after the Petition Date, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually. Notwithstanding the foregoing, the Debtor DIP Loan Parties are authorized and directed to pay on the Closing Date (as defined in the DIP Credit Agreements) the DIP Fees and Expenses, the BrandCo Fees and Expenses and the 2016 Term Loan Fees and Expenses incurred on or prior to such date without the need for any professional engaged by, or on behalf of, the DIP Secured Parties or the Prepetition Secured Parties to first deliver a copy of its invoice or other supporting documentation to the Review Parties (other than the Debtor DIP Loan Parties). No attorney or advisor to any DIP Secured Party or any Prepetition Secured Party shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs, and expenses paid prior to the Petition Date by any of the Debtors to the (i) DIP Secured Parties in connection with or with respect to the DIP Facility and (ii) Prepetition Secured Parties in connection with or with respect to these matters, are hereby approved in full and shall not be subject to recharacterization, avoidance, subordination, disgorgement or any similar form of recovery by the Debtor DIP Loan Parties or any other person.

29. *Effect of Stipulations on Third Parties*.

(a) The Debtors' stipulations, admissions, agreements and releases contained in paragraph G of this Final Order shall be binding upon the Debtors and any successor thereto in all circumstances and for all purposes, including with respect to any Prepetition LIFO ABL Obligations or Prepetition SISO ABL Obligations to the extent such obligations are recharacterized or not rolled-up into DIP Obligations. The Debtors' stipulations, admissions, agreements and releases contained in contained in paragraph G of this Final Order shall be binding upon all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes unless (i) any party in interest, including the Creditors' Committee, with requisite standing (in each case, subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so) has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph) by no later than ninety (90) days after entry of the Final Order; *provided* that, if, prior to such date, a party in interest, including the Creditors' Committee, files a motion seeking standing and authority to commence litigation as a representative of any of the estates of the OpCo Debtors and attaching to such motion a proposed complaint identifying and describing all claims and causes of action on behalf of such estates for which such party in interest is seeking standing, and such motion is granted by the Court, such party in interest shall have until the later of ninety (90) days after entry of the Final Order and three (3) business days from the entry of the order granting such standing motion to commence the litigation in respect of the claims and causes of action described in the proposed complaint for which the Court granted such party in interest standing (it being understood that all parties agree

to an expedited hearing on the standing motion subject to the availability of the Court); *provided*, *further*, that the deadline set forth in the foregoing clauses may be extended to any such later date as has been agreed to in writing, in each case, without further order of this Court, by (A) with respect to Challenges to or against the Prepetition ABL Credit Facility, the Prepetition ABL Credit Facility Debt, the Prepetition ABL Liens or the Prepetition ABL Secured Parties, the Prepetition ABL Agents (acting with the direction of the applicable required parties pursuant to the applicable Prepetition ABL Loan Documents) and the ABL DIP Agent (acting with the direction of the Required ABL DIP Lenders), (B) with respect to Challenges to or against the Prepetition BrandCo Credit Facilities, the Prepetition BrandCo Credit Facility Debt, the Prepetition BrandCo Liens or the Prepetition BrandCo Secured Parties, the Prepetition BrandCo Agent (acting at the direction of the Required Lenders (as defined in the Prepetition BrandCo Credit Agreement)) and (C) with respect to Challenges to the Prepetition 2016 Term Loan Liens, the Prepetition 2016 Term Loan Agent in consultation with the Ad Hoc Group of 2016 Term Loan Lenders, or as ordered by the Court for cause upon a motion filed and served within any applicable period (the time period established by the foregoing clauses, the "**Challenge Period**"), (x) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition ABL Credit Facility Debt, Prepetition BrandCo Credit Facility Debt, Prepetition ABL Liens or the Prepetition BrandCo Liens, or the validity, perfection or enforceability of the Prepetition 2016 Term Loan Liens, or (y) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, "**Challenges**") against the Prepetition ABL Secured Parties or the Prepetition BrandCo Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys,

accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such and not in any other capacity (each, a "**Representative**" and, collectively, "**Representatives**") in connection with matters related to the Prepetition BrandCo Loan Documents, the Prepetition ABL Loan Documents, the Prepetition BrandCo Credit Facility Debt, the Prepetition ABL Credit Facility, the Prepetition BrandCo Liens, the Prepetition ABL Liens, the Prepetition 2016 Term Loan Liens, the Prepetition BrandCo Collateral or the Prepetition Shared Collateral; and (ii) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge (including, with respect to any Challenge seeking avoidance of any transfer or incurrence, ordering recovery in respect of such avoidance) in any such timely filed adversary proceeding or contested matter; *provided*, *however*, that any challenges or claims that are not specifically included in a complaint or motion filed in connection with a Challenge prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred. If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff or movant, as applicable, in any such proceeding then: (1) the Debtors' stipulations, admissions, agreements and releases contained in paragraph G of this Final Order shall be binding on all parties in interest; (2) the obligations of the Debtors under the Prepetition ABL Loan Documents and Prepetition BrandCo Loan Documents, including the Prepetition ABL Credit Facility Debt and the Prepetition BrandCo Credit Facility Debt, shall constitute allowed claims not subject to defense, claim, counterclaim, recharacterization, subordination, recoupment, offset or avoidance, for all purposes in the Chapter 11 Cases, and any subsequent chapter 7 case(s); (3) the Prepetition BrandCo Liens on the Prepetition Collateral and the Prepetition ABL Liens and the Prepetition 2016 Term Loan Liens (to the extent such Prepetition 2016 Term Loan Liens secure allowed claims that have not

been recharacterized, subordinated, avoided or otherwise disallowed) on the Prepetition Shared Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to recharacterization, subordination, avoidance or other defense; and (4) the Prepetition BrandCo Credit Facility Debt, the Prepetition BrandCo Liens on the Prepetition Collateral, the Prepetition ABL Credit Facility Debt and the Prepetition ABL Liens and the Prepetition 2016 Term Loan Liens (to the extent such Prepetition 2016 Term Loan Liens secure allowed claims that have not been recharacterized, subordinated, avoided or otherwise disallowed) on the Prepetition Shared Collateral shall not be subject to any other or further claim or challenge by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), and any defenses, claims, causes of action, counterclaims and offsets by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Prepetition ABL Secured Parties or Prepetition BrandCo Secured Parties or their respective Representatives arising out of or relating to any of the Prepetition ABL Loan Documents, the Prepetition BrandCo Loan Documents, the Prepetition ABL Credit Facility Debt, the Prepetition BrandCo Credit Facility Debt, the Prepetition ABL Liens, the Prepetition BrandCo Liens, the Prepetition Shared Collateral or the Prepetition BrandCo Collateral, as applicable, shall be deemed forever waived, released and barred. If any such Challenge is timely filed during the Challenge

Period by the Creditors' Committee, any other statutory or nonstatutory committee appointed or formed in the Chapter 11 Cases or any other person or entity with requisite standing, the stipulations, admissions, agreements and releases contained in paragraph G of this Final Order shall nonetheless remain binding and preclusive (as provided in the foregoing provisions of this paragraph) on each other statutory or nonstatutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly challenged in such Challenge and such Challenge was upheld as to such stipulations, admissions, agreements and releases as set forth in a final, non-appealable order of a court of competent jurisdiction.

(b) For the avoidance of doubt, neither the approval of the DIP Facilities nor entry of this Final Order (including anything contained therein) is intended to or shall:

(i) vest or confer on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committee appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition BrandCo Loan Documents, the Prepetition ABL Loan Documents, the Prepetition BrandCo Credit Facility Debt, the Prepetition ABL Credit Facility Debt, the Prepetition BrandCo Liens, the Prepetition 2016 Term Loan Liens, the Prepetition ABL Liens, the Prepetition BrandCo Collateral or the Prepetition Shared Collateral;

(ii) prohibit any of the Debtors from commencing, initiating, participating in or being a party to any litigation, adversary proceeding or other contested matter, including pursuant to section 506 of the Bankruptcy Code that is consistent with the DIP Documents, including the Debtors' stipulations, admissions, agreements and releases contained in this Final Order;

(iii) be construed or deemed to be an admission as to the amount, basis for, priority or validity of any claim against any Debtor held by any Prepetition 2016 Term Loan Secured Party or any obligation owed by any Debtor to any Prepetition 2016 Term Loan Secured Party under any Prepetition 2016 Term Loan

Document, the Bankruptcy Code or other applicable nonbankruptcy law;

(iv) prejudice, limit, impact or otherwise impair any claim, cause of action, defense, counterclaim, offset, crossclaim or other right (including any argument, assertion or possible remedy in respect of any of the foregoing) of any Debtor, the Creditors' Committee or other party in interest (A) against any Prepetition 2016 Term Loan Secured Party under the Bankruptcy Code or any other applicable law, including any right to dispute any claim against or obligation owed by any Debtor asserted by any Prepetition 2016 Term Loan Secured Party; *provided* that, for the avoidance of doubt, the foregoing reservation shall not apply with respect to the validity, perfection or priority of the Prepetition 2016 Term Loan Liens (to the extent such Prepetition 2016 Term Loan Liens secure allowed claims that have not been recharacterized, subordinated, avoided or otherwise disallowed), which is governed by, and any Challenge must brought in accordance with, paragraph 29(a); or (B) in opposition to any claim or lien asserted by Citibank against the Debtors' estates in respect of the amounts Citibank alleges were wrongfully paid to certain of the Prepetition 2016 Term Loan Lenders and which are the subject of the appeal currently pending in the Second Circuit Court of Appeals captioned *Citibank, N.A. v. Brigade Capital Management, LP*, No. 21-487-cv (the "**Citibank Appeal**"); *provided* that, in each case of clauses (A) and (B) above, all rights, remedies, privileges, defenses, objections, claims, causes of action, offset, crossclaims and counterclaims of Citibank, whether in its capacity as administrative or collateral agent under the Prepetition 2016 Term Loan Facility or in any other capacity, in either case, on behalf of itself and not any other Prepetition 2016 Term Loan Secured Party, are reserved in connection with, and with respect to, any claim, cause of action, defense, counterclaim, offset, crossclaim or other right asserted against Citibank, and nothing contained in this Final Order shall, or shall be deemed to constitute, a release or waiver thereof by Citibank or prejudice, limit, impact or otherwise impair such rights, remedies, privileges, defenses, objections, claims, causes of action, offset, crossclaims and counterclaims of Citibank (including any argument, assertion or possible remedy in respect of any of the foregoing);

(v) prejudice, limit, impact or otherwise impair any claim, cause of action, defense, counterclaim, offset, crossclaim or other right (including any argument, assertion or possible remedy in respect of any of the foregoing) of any Debtor, the Creditors' Committee or other party in interest regarding (A) the value of any Debtor,

including the value of any assets of such Debtor, or the appropriate allocation of such value for purposes of distribution to creditors of such Debtor, whether through a plan of reorganization, plan of liquidation, distribution of sale proceeds or any other manner for distributing value of such Debtor's estate to creditors in such Debtor's Chapter 11 Case or (B) the allocation of the economic burden of repayment of the DIP Obligations and/or payment of Adequate Protection Obligations provided pursuant to this Final Order among the Debtors pursuant to subrogation, reimbursement, contribution rights or other similar appropriate claims or remedies of the Debtors (if such other appropriate claim or remedy is not expressly waived in this Final Order) available under applicable law;

(vi) prejudice, limit, impact or otherwise impair any claim, counterclaim, offset, crossclaim or cause of action, whether arising under law or in equity, of any non-Debtor Person, to the extent such claim, counterclaim, offset, crossclaim or cause of action is personal to such non-Debtor Person and could not be asserted by the Debtors or any other Person acting or seeking to act on behalf of the Debtors' estates, and is not a claim, counterclaim, offset, crossclaim or cause of action of the Debtors or their estates or otherwise capable of being released by the Debtors or their estates (claims, counterclaims, offset, crossclaims and causes of action described in this clause (vi), collectively, the "**Third-Party Claims**"), and any available remedies associated with such Third-Party Claims;

(vii) modify or affect the Automatic Stay to permit any person or entity, including any person or entity acting or seeking to act on behalf of any Debtor's estate, to assert any Challenge or seek recovery in respect thereof, including to assert any Challenge against, or recovery in respect thereof from, any Debtor;

(viii) preclude a final, non-appealable order in favor of any plaintiff or movant sustaining one or more Challenges from resulting in the avoidance, disallowance, recharacterization, subordination, recovery or invalidation of one or more prepetition claims, agreements, liens or transfers of assets that are the subject of the stipulations, admissions, agreements and releases contained in paragraph G of this Final Order; or

(ix) impair the Court's authority to modify any provision of this Final Order to the extent (A) (I) such provision relates to the Intercompany DIP Facility, the BrandCo License Agreements or the Adequate Protection Obligations and is premised upon the validity or priority of a prepetition claim or lien, the validity of

> a prepetition agreement or the inclusion of any asset in any specific Debtor's estate and (II) pursuant to a successful Challenge, such prepetition claim is disallowed, such lien is avoided, such priority is altered, such prepetition agreement is invalidated or such asset is determined to be property of another Debtor's estate or (B) (I) such provision relates to the relative rights of the Prepetition BrandCo Secured Parties and the Prepetition 2016 Term Loan Secured Parties under this Final Order and is premised upon the validity of the Prepetition Pari Passu Term Loan Intercreditor Agreement and (II) pursuant to a successful Challenge, the Prepetition Pari Passu Term Loan Intercreditor Agreement is invalidated; *provided* that, for the avoidance of doubt, this Final Order shall be final with respect to all other provisions, including, without limitation, any provisions related to the Term DIP Facility and the ABL DIP Facility, except that, in the event of a successful Challenge in respect of the Prepetition ABL Credit Facility Debt, the Court may unwind the roll-up thereof into the ABL DIP Facility pursuant to the Interim Order and/or order such other and further relief as it deems warranted under the circumstances.

Notwithstanding anything else in this paragraph 29(b) or otherwise in this Final Order, (x) any party in interest shall be bound by the stipulations set forth in paragraph G (unless, solely with respect to any party in interest other than a Debtor and solely to the extent that, any such stipulation is the subject of a successful Challenge brought in accordance with paragraph 29(a)), (y) this paragraph shall not extend or otherwise delay any Challenge Period and (z) the stipulations, admissions and releases in favor of the Prepetition Secured Parties under this Final Order are applicable to such Prepetition Secured Parties solely in their respective capacities as such and not in any other capacity.

30. *Limitation on Use of DIP Financing Proceeds and Collateral*. Notwithstanding any other provision of the Interim Order, this Final Order or any other order entered by the Court, no DIP Loans, DIP Collateral, Prepetition Collateral (including Cash Collateral) or any portion of the Carve-Out, may be used directly or indirectly, including without limitation through reimbursement of professional fees of any non-Debtor party, (a) in connection with the investigation, threatened

initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against any of the DIP Secured Parties, the Prepetition BrandCo Secured Parties, the Prepetition ABL Secured Parties, any member of the Ad Hoc Group of BrandCo Lenders or, with respect to each of the foregoing, their respective Representatives, in each case in their respective capacity as such, or any action purporting to do the foregoing in respect of the DIP Obligations, DIP Liens, DIP Superpriority Claims, Prepetition BrandCo Credit Facility Debt, the Prepetition ABL Credit Facility Debt and/or the Adequate Protection Obligations and Adequate Protection Liens granted to the Prepetition Secured Parties and Prepetition ABL Secured Parties, as applicable, (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to the DIP Obligations, the Prepetition BrandCo Credit Facility Debt, or the Prepetition ABL Credit Facility Debt and/or the liens, claims, rights, or security interests under the Interim Order, this Final Order, the other DIP Documents, the Prepetition BrandCo Loan Documents or the Prepetition ABL Loan Documents securing or supporting or otherwise in respect of DIP Obligations, the Prepetition BrandCo Credit Facility Debt or the Prepetition ABL Credit Facility Debt, including, without limitation, any obligations arising from or related to the Applicable Premium (as defined in the Prepetition BrandCo Credit Agreement), and, in the case of each of (i) and (ii), including, without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise, or (iii) challenging the validity, perfection or priority of the Prepetition 2016 Term Loan Liens (to the extent such Prepetition 2016 Term Loan Liens secure allowed claims that have not been recharacterized, subordinated, avoided or otherwise disallowed) (provided that, notwithstanding anything to the contrary herein, the proceeds of the DIP Loans and/or DIP Collateral (including Cash Collateral) (other than any DIP Collateral held by the

BrandCo Entities) may be used by the Creditors' Committee to investigate (but not to prosecute or initiate the prosecution of, including the preparation of any complaint or motion on account of) (A) the claims and liens of the Prepetition BrandCo Secured Parties or the Prepetition ABL Secured Parties or the Prepetition 2016 Term Loan Liens and (B) potential claims, counterclaims, causes of action or defenses of the OpCo Debtors against the Prepetition BrandCo Secured Parties or the Prepetition ABL Secured Parties (together, the "**Investigation**"), up to an aggregate cap of no more than $350,000 (the "**Investigation Budget**")), (b) to prevent, hinder, or otherwise delay or interfere with the Prepetition BrandCo Agent's, the Prepetition LIFO ABL Agent's, the Prepetition BrandCo Secured Parties', the Prepetition ABL Secured Parties', the DIP Agents', or the DIP Secured Parties', as applicable, enforcement or realization on the Prepetition BrandCo Credit Facility Debt, the Prepetition ABL Credit Facility Debt, the Prepetition BrandCo Collateral, the Prepetition Shared Collateral, the DIP Obligations, DIP Collateral, and the liens, claims and rights granted to such parties under the Interim Order or this Final Order, as applicable, each in accordance with the DIP Documents, the Prepetition BrandCo Loan Documents, the Prepetition ABL Loan Documents, the Interim Order or this Final Order; (c) to seek to modify without the requisite consents any of the rights and remedies granted to the Prepetition BrandCo Agent, the Prepetition LIFO ABL Agent, the Prepetition BrandCo Secured Parties, the Prepetition ABL Secured Parties, the DIP Agents, or the DIP Secured Parties under the Interim Order, this Final Order, the Prepetition BrandCo Loan Documents, the Prepetition ABL Loan Documents or the DIP Documents, as applicable; (d) to apply to the Court for authority to approve superpriority claims or grant liens (other than as permitted pursuant to the DIP Documents) or security interests in the DIP Collateral or any portion thereof that are senior to, or on parity with, the DIP Liens, DIP Superpriority Claims, Adequate Protection Liens and 507(b) Claims granted to the Prepetition

ABL Secured Parties or the Prepetition BrandCo Secured Parties (in each case, except as permitted by the DIP Documents); or (e) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are agreed to in writing by the Required DIP Lenders, expressly permitted under this Final Order or permitted under the DIP Documents (including the Approved Budget, subject to permitted variances), in each case unless all DIP Obligations, Prepetition BrandCo Credit Facility Debt, Prepetition ABL Credit Facility Debt, Adequate Protection Obligations and claims granted to the DIP Agents, DIP Secured Parties, Prepetition Agents and Prepetition Secured Parties under, the Interim Order or this Final Order have been paid in full in cash (including the cash collateralization of any letters of credit) or otherwise agreed to in writing by the Required DIP Lenders. For the avoidance of doubt, this paragraph 30 shall not (A) limit any right of the Debtors or the Creditors' Committee to contest, or the Debtors' right to use DIP Collateral, including Cash Collateral, to contest, whether an Event of Default has occurred hereunder or to take any other action permitted pursuant to paragraph 7(e) of this Final Order consistent with the terms thereof; (B) apply to the Creditors' Committee's prosecution of an objection (inclusive of related discovery, diligence, discussions and negotiations) to confirmation of any proposed chapter 11 plan; or (C) be deemed to (I) limit the ability of the Creditors' Committee's professionals to seek approval from the Court to be paid from unencumbered assets, if any, for services rendered in connection with a Challenge, an Investigation or any other matter as to which the use of DIP Loans, DIP Collateral, Prepetition Collateral and the Carve-Out is limited or prohibited under this paragraph 30; (II) preclude the Court from awarding fees and expenses to the Creditors' Committee professionals pursuant to section 330 of the Bankruptcy Code for such services rendered; or (III) relieve the Debtors or any plan proponent(s) from paying all allowed administrative expenses in connection with confirmation of

any plan, in each case it being understood and agreed that the DIP Lenders', Debtors' and any other party in interest's right to object to any such administrative claim that may be asserted are fully preserved.

31. *Final Order Governs*. In the event of any inconsistency between the provisions of this Final Order and the other DIP Documents (including, but not limited to, with respect to the Adequate Protection Obligations) or any other order entered by this Court, the provisions of this Final Order shall govern. Notwithstanding anything to the contrary in any other order entered by this Court, any payment made or actions taken by the Debtors pursuant to any authorization contained in any other order entered by this Court shall be consistent with and subject to the requirements set forth in this Final Order and the other DIP Documents, including, without limitation, the Approved Budget (subject to permitted variances).

32. *Interim Order*. Except as specifically amended or otherwise modified hereby, all of the provisions of the Interim Order and any actions taken by the Debtors, the DIP Secured Parties or the Prepetition Secured Parties in accordance therewith shall remain in effect and are hereby ratified by this Final Order.

33. *Binding Effect; Successors and Assigns*. The DIP Documents and the provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the DIP Agents, the DIP Secured Parties, the Prepetition BrandCo Agent, the Prepetition 2016 Term Loan Agent, the Prepetition Secured Parties, any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal

representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Agents, the DIP Secured Parties, the Prepetition BrandCo Agent, the Prepetition 2016 Term Loan Agent, the Prepetition Secured Parties and the Debtors and their respective successors and assigns; *provided* that the DIP Agents, the DIP Secured Parties, the Prepetition BrandCo Agent, the Prepetition 2016 Term Loan Agent and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee, chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

34. *Exculpation*. Nothing in this Final Order, the other DIP Documents, the Prepetition Loan Documents or any other documents related to the transactions contemplated hereby shall in any way be construed or interpreted to impose or allow the imposition upon any DIP Secured Party, or any Prepetition Secured Party that did not file any objection to entry of this Final Order, of any liability for any claims arising from the prepetition (subject to paragraph 29) or postpetition activities of the Debtors in the operation of their businesses, or in connection with their restructuring efforts. The DIP Secured Parties and the Prepetition Secured Parties that did not file any objection to entry of this Final Order shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral or Prepetition Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency or other person, and all risk of loss, damage or destruction of the DIP Collateral or Prepetition Collateral shall be borne by the Debtors.

35. *Limitation of Liability*. In determining to make any loan or other extension of credit under the DIP Documents, to permit the use of the DIP Collateral or Prepetition Collateral

(including Cash Collateral) or in exercising any rights or remedies as and when permitted pursuant to this Final Order or the other DIP Documents or Prepetition Loan Documents, none of the DIP Secured Parties or Prepetition Secured Parties shall (a) have any liability to any third party or be deemed to be in "control" of the operations of the Debtors; (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; or (c) be deemed to be acting as a "Responsible Person" or "Owner" or "Operator" or "managing agent" with respect to the operation or management of any of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, as amended, or any other federal or state statute, including the Internal Revenue Code). Furthermore, nothing in the Interim Order or this Final Order shall in any way be construed or interpreted to impose or allow the imposition upon any of the DIP Agents, DIP Secured Parties, the Prepetition BrandCo Agent, the Prepetition 2016 Term Loan Agent or Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

36. *Master Proofs of Claim*. The Prepetition BrandCo Agent, the Prepetition BrandCo Secured Parties, the Prepetition ABL Agents and/or any other Prepetition BrandCo Secured Parties or Prepetition ABL Secured Parties shall not be required to file proofs of claim in the Chapter 11 Cases or any Successor Case in order to assert claims on behalf of themselves or the Prepetition Secured Parties for payment of the Prepetition BrandCo Credit Facility Debt or the Prepetition ABL Credit Facility Debt arising under the Prepetition Loan Documents, as applicable, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts under the Prepetition Loan Documents. The statements of claim in respect of such indebtedness set forth in this Final Order, together with any evidence accompanying the DIP Motion and presented at the

Interim Hearings and the Final Hearing, are deemed sufficient to and do constitute proofs of claim in respect of such debt and such secured status. In order to facilitate the processing of claims, to ease the burden upon the Court and to reduce an unnecessary expense to the Debtors' estates, the Prepetition Agents are authorized, but not directed or required, to file in the Debtors' lead Chapter 11 Case, *In re Revlon, Inc.*, Case No. 22-10760 (DSJ), a master proof of claim on behalf of their respective Prepetition Secured Parties on account of any and all of their respective claims arising under the applicable Prepetition Loan Documents and hereunder (each, a "**Master Proof of Claim**") against each of the Debtors that are obligors under their respective Prepetition Loan Documents. Upon the filing of a Master Proof of Claim by a Prepetition Agent, it shall be deemed to have filed a proof of claim in the amount set forth opposite its name therein in respect of its claims against each of such Debtors of any type or nature whatsoever with respect to the applicable Prepetition Loan Documents, and the claim of each applicable Prepetition Secured Party (and each of its respective successors and assigns) named in a Master Proof of Claim shall be treated as if it had filed a separate proof of claim in each of such Debtor's Chapter 11 Case. The Master Proofs of Claim shall not be required to identify whether any Prepetition Secured Party acquired its claim from another party and the identity of any such party or to be amended to reflect a change in the holders of the claims set forth therein or a reallocation among the holders of the claims asserted therein resulting from the transfer of all or any portion of such claims. The provisions of this paragraph 36 and each Master Proof of Claim are intended solely for the purpose of administrative convenience and shall not affect the right of each Prepetition Secured Party (or its successors in interest) to vote separately on any plan proposed in the applicable Chapter 11 Cases. The Master Proofs of Claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the applicable Debtors to the applicable Prepetition

Secured Parties so long as such instruments, agreements or other documents are reasonably described in such Master Proof of Claim and are provided by the applicable Prepetition Agent upon written request thereto. The DIP Agents and the DIP Secured Parties shall similarly not be required to file proofs of claim with respect to their DIP Obligations under the DIP Documents, and the evidence presented with the DIP Motion and the record established at the Interim Hearings and the Final Hearing are deemed sufficient to, and do, constitute proofs of claim with respect to their obligations, secured status, and priority.

37. *Insurance*. To the extent that the Prepetition BrandCo Agent, the Prepetition LIFO ABL Agent or the Prepetition SISO ABL Agent is listed as loss payee under the Borrower's or any Debtor DIP Guarantor's insurance policies, each applicable DIP Agent (on behalf of the applicable DIP Lenders) is also deemed to be the loss payee under the insurance policies and shall act in that capacity and distribute any proceeds recovered or received in respect of the insurance policies, to the indefeasible payment in full of the applicable DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) and termination of the DIP Commitments, and to the payment of the applicable Prepetition BrandCo Credit Facility Debt and the Prepetition ABL Credit Facility Debt, as applicable, in each case subject to the Prepetition ABL Intercreditor Agreement.

38. *Credit Bidding*. (a) Each DIP Agent shall have the right to credit bid, in accordance with the applicable DIP Documents, up to the full amount of the applicable DIP Obligations in any sale of the applicable DIP Collateral outside the ordinary course of business and (b) subject to paragraph 29 and section 363(e) of the Bankruptcy Code, each of the Prepetition BrandCo Secured Parties and the Prepetition LIFO ABL Agent shall have the right, subject to the provisions of the Prepetition BrandCo Loan Documents or the Prepetition ABL Loan Documents, as applicable,

including, as applicable, the Prepetition Intercreditor Agreements (and providing for the DIP Obligations, to the extent secured by the subject Prepetition Collateral, to be indefeasibly repaid in full in cash and the termination of the applicable DIP Commitments, unless otherwise agreed by the applicable Required DIP Lenders), to credit bid up to the full amount of the Prepetition BrandCo Credit Facility Debt or the Prepetition ABL Credit Facility Debt, as applicable, in any sale of the Prepetition BrandCo Collateral or the Prepetition Shared Collateral, as applicable, in each case outside the ordinary course of business, without the need for further Court order authorizing the same and whether any such sale is effectuated through section 363(k), 1123 or 1129(b) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise; *provided* that (x) no Prepetition BrandCo Credit Facility Debt or Term DIP Obligations may be credit bid in any disposition of any Prepetition ABL Priority Collateral unless such sale provides for indefeasible payment in full in cash to the ABL DIP Agent and the ABL DIP Lenders of all ABL DIP Obligations and (y) no Prepetition ABL Credit Facility Debt or ABL DIP Obligations may be credit bid in any disposition of any Prepetition Shared Term Priority Collateral unless such sale provides for indefeasible payment in full in cash to the Term DIP Agent and the Term DIP Lenders of all Term DIP Obligations and, for the avoidance of doubt, no Prepetition ABL Credit Facility Debt or ABL DIP Obligations may be credit bid in any disposition of any Prepetition BrandCo Collateral.

39. *Certain Provisions Relating to the BrandCo License Agreements*.

(a) The rejection or termination of, or default under, the BrandCo License Agreements, without the consent or waiver of the Required DIP Lenders, shall constitute an Event of Default.

(b) Each of the BrandCos expressly agrees, in the case of Intellectual Property that is the subject of the BrandCo License Agreements, that the ABL DIP Credit Agreement shall constitute a "Group Credit Agreement" under each BrandCo License Agreement. In furtherance and not in limitation of the foregoing, the Debtor ABL DIP Loan Parties and each of the BrandCos hereby agree and acknowledge that, notwithstanding any termination of the applicable BrandCo License Agreements, including pursuant to Section 13.1 or the terms of Sections 13.4 and 13.5 thereof, the license granted under section 6.4(a) of the ABL DIP Guarantee and Collateral Agreement (as defined in the ABL DIP Credit Agreement) constitutes a non-exclusive, irrevocable, royalty-free license to the ABL DIP Agent to the Licensed IP (as defined in the applicable BrandCo License Agreements), solely for the purpose of enabling (subject to the other provisions of this Final Order) the ABL DIP Agent to exercise its rights and remedies under the ABL DIP Guarantee and Collateral Agreement at such time as the ABL DIP Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, with respect to the DIP Collateral constituting Prepetition ABL Priority Collateral or OpCo Unencumbered ABL Priority Property which rights and remedies shall include the right of the ABL DIP Agent to conduct an orderly liquidation of such DIP Collateral subject to the terms of the ABL DIP Documents, and that such license is made in accordance with, and subject to the terms and conditions of, the applicable BrandCo License Agreement (including the last sentence of Section 2.1 of the relevant BrandCo License Agreement) and survives any such termination, but is exercisable solely during the occurrence of an Event of Default. For the avoidance of doubt, except as expressly set forth above, nothing in the ABL DIP Documents, including the ABL DIP Guarantee and Collateral Agreement, shall amend, modify or waive any provision of the BrandCo License Agreements.

40. *Effectiveness*. This Final Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Rules or any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

41. *Modification of DIP Documents and Approved Budget*. The Debtors are hereby authorized, without further order of this Court, to enter into agreements with the DIP Secured Parties (or the Prepetition BrandCo Secured Parties after the indefeasible payment in full of the Term DIP Obligations and termination of the Term DIP Commitments) providing for any consensual non-material amendments, modifications, waivers or supplements to the DIP Documents, or of any other amendments, modifications, waivers or supplements to the DIP Documents necessary to conform the terms of the DIP Documents to this Final Order, in each case consistent with the amendment provisions of the DIP Documents; *provided*, *however*, that notice of any material amendment, modification, waivers or supplement to the DIP Documents shall be provided to the DIP Notice Parties, which shall have five (5) days from the date of such notice within which to object, in writing, to the amendment, modification, waiver or supplement. If any such party timely objects to any such material amendment, modification, waivers or supplement to the DIP Documents, the material amendment, modification, waiver or supplement shall only be permitted pursuant to an order of the Court. The foregoing shall be without prejudice to the Debtors' right to seek approval from the Court of a material amendment, modification, waivers or supplement on an expedited basis. For the avoidance of doubt, any amendment, modification,

waiver, or supplement to the Prepetition ABL Credit Agreement or ABL DIP Documents that impacts the calculation of the Tranche A Borrowing Base, the Tranche A Revolving Borrowing Base, or the Tranche B Borrowing Base (as such terms are defined in the relevant ABL DIP Documents or Prepetition ABL Loan Documents, as applicable), including but not limited to any waiver or modification of the Availability Reserve or Push Down Reserve (as such terms are defined in the relevant ABL DIP Documents or Prepetition ABL Loan Documents, as applicable) or any other reserve or carve out, in each case that would have the effect of increasing the applicable Tranche A Borrowing Base, decreasing the Tranche B Borrowing Base (as such terms are defined in the relevant ABL DIP Documents or Prepetition ABL Loan Documents, as applicable) or permitting additional extensions of credit under the ABL DIP Facility or Prepetition ABL Credit Agreement, shall be deemed a material amendment, modification, waiver or supplement, as applicable, for purposes of this paragraph 41. The rights of the Debtors, the Prepetition FILO ABL Agent, and all other parties in interest are reserved with respect to any such amendment, modification, waiver or supplement, including the rights and defenses (if any, and subject to applicable provisions of the Bankruptcy Code and applicable contractual obligations) to oppose such amendment, modification, waiver or supplement, to demand additional adequate protection or to enforce the terms of the Prepetition ABL Loan Documents.

42. *Headings*. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

43. *Payments Held in Trust*. Except as expressly permitted in this Final Order or the other DIP Documents, and subject to the Carve-Out and except with respect to the Debtor DIP Loan Parties, in the event that any person or entity receives any payment on account of a security interest in DIP Collateral, receives any DIP Collateral or any proceeds of DIP Collateral or receives

any other payment with respect thereto from any other source prior to indefeasible payment in full in cash of all DIP Obligations and termination of all DIP Commitments, such person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the benefit of the DIP Agents and the DIP Secured Parties and shall immediately turn over the proceeds to the DIP Agents, or as otherwise instructed by this Court, for application in accordance with this Final Order and the other DIP Documents.

44. *Bankruptcy Rules*. The requirements of Bankruptcy Rules 4001 and 6004, in each case to the extent applicable, are satisfied by the contents of the DIP Motion.

45. *Chubb Reservation of Rights*. For the avoidance of doubt, nothing in this Final Order and any document related thereto, including the DIP Documents, except for paragraph 37 of this Final Order, alters or modifies the terms and conditions of any insurance policies or related agreements issued by ACE American Insurance Company and Federal Insurance Company and each of their affiliates and successors to the Debtors.

46. *No Third Party Rights*. Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary.

47. *Necessary Action*. The Debtors, the DIP Secured Parties and the Prepetition Secured Parties are authorized to take all actions as are necessary or appropriate to implement the terms of this Final Order. In addition, the Automatic Stay is modified to permit affiliates of the Debtors who are not debtors in these Chapter 11 cases to take all actions as are necessary or appropriate to implement the terms of this Final Order.

48. *Retention of Jurisdiction*. The Court shall retain jurisdiction to enforce the provisions of this Final Order, and this retention of jurisdiction shall survive the confirmation and

consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

Dated: New York, New York
August 2, 2022

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

Exhibit 1

Lien Priorities[13]

Priority	Prepetition Shared Term Priority Collateral	Prepetition ABL Priority Collateral	ABL Priority DIP Collateral (other than Prepetition Collateral)	Term Priority DIP Collateral (other than Prepetition Collateral) held by OpCo Debtors	Prepetition BrandCo Collateral held by Debtor Intercompany DIP Loan Parties	Prepetition BrandCo Collateral held by Intercompany DIP Secured Parties	BrandCo DIP Collateral (other than Prepetition BrandCo Collateral)
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	Shared Term Collateral AP Liens securing Term B-1 Loans
E-2	Shared Term Collateral AP Liens securing Term B-2 Loans
E-3	Shared Term Collateral AP Liens securing Term B-3 Loans
E-4	Shared 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

[13] The DIP Liens and Adequate Protection Liens shall be junior and subordinate to any Non-Primed Excepted Liens.

Court File No: CV-22-00682880-00CL

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. 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

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Lawyers for the Applicant

TAB 4

Court File No.: CV-22-00682880-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	WEDNESDAY, THE 24TH
	)	
JUSTICE CONWAY	)	DAY OF AUGUST, 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 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

RECOGNITION ORDER
(Second Day Orders and Related Relief)

THIS MOTION, made by Revlon, Inc. in its capacity as the foreign representative (the "**Foreign Representative**") of Revlon, Inc., Almay, Inc., Art & Science, Ltd., Bari Cosmetics, Ltd., Beautyge Brands USA, Inc., Beautyge I, Beautyge II, LLC, Beautyge U.S.A., Inc, BrandCo

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

ON READING the Notice of Motion, the Affidavit of Robert M. Caruso affirmed August 18, 2022, the Affidavit of Marleigh Dick affirmed August 17, 2022 (the "**Dick Affidavit**"), and the first report of KSV Restructuring Inc., in its capacity as information officer (the "**Information Officer**"), dated August ___, 2022, filed,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel to the Information Officer, and those other parties present, no one else appearing although duly served as appears from the Affidavit of Service of Marleigh Dick affirmed August __, 2022.

SERVICE AND DEFINITIONS

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

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

RECOGNITION OF FOREIGN ORDERS

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

(a) *Final 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 "**Final Utilities Order**");

(b) *Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Claims Against the Debtors* (the "**Final NOL Order**");

(c) *Final Order (A) Authorizing the Payment of Certain Prepetition Taxes and Fees and (B) Granting Related Relief* (the "**Final Taxes Order**");

(d) *Final 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 "**Final Wages Order**");

(e) *Final Order (A) Authorizing the Debtors to Continue and Renew their Surety Bond Program and (B) Granting Related Relief* (the "**Final Surety Bond Order**");

(f) *Final Order (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 "**Final Vendors Order**");

(g) *Final 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 "**Final Cash Management Order**");

(h) *Final 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 "**Final Customer Programs Order**");

(i) *Final 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 "**Final Insurance Order**");

(j) *Order (I) Authorizing the Retention and Payment, Effective As Of The Petition Date, Of Professionals Utilized By The Debtors In The Ordinary Course Of Business And (II) Granting Certain Related Relief* (the "**OCP Order**");

(k) *Order Authorizing Employment and Retention Of Kroll Restructuring Administration LLC as Administrative Advisor Nunc Pro Tunc To The Petition Date* (the "**Kroll Retention Order**");

(l) *Order Approving the Debtors' Key Employee Retention Plan* (the "**KERP Order**"); and

(m) *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (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, and (V) Granting Related Relief* (the "**Final DIP Order**").

(copies of the Foreign Orders are attached as Schedules "A" through "M" of the Dick Affidavit);

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 in Canada.

AMENDMENTS TO THE SUPPLEMENTAL ORDER

4. **THIS COURT ORDERS** that paragraph 20 of the Supplemental Order is hereby amended as follows:

> 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 **and the Final DIP Order (as defined in the Affidavit of Robert M. Caruso affirmed August 18, 2022 in these proceedings)**) 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 **and the Final 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 **and the Final 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 **and the Final 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.

5. **THIS COURT ORDERS** that paragraph 21 of the Supplemental Order is hereby amended as follows:

> 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 Final DIP Order** on the Property in Canada.

GENERAL

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

7. **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.

8. **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 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.

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

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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

RECOGNITION ORDER
(Second Day Orders and Related Relief)

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PROCEEDING COMMENCED AT TORONTO

MOTION RECORD
(RECOGNITION ORDER)

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