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 - VOLUME 2 of 2
(Recognition of Plan Confirmation Order and Termination of CCAA Proceedings)

April 14, 2023

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

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

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

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

Fax: 416.862.6666

Lawyers for the Applicant

TO: ATTACHED SERVICE LIST

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

Applicant

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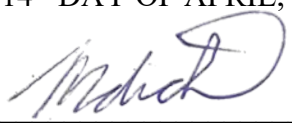
TAB N

THIS IS **EXHIBIT "N"** REFERRED TO IN THE AFFIDAVIT OF ROBERT M. CARUSO, SWORN BEFORE ME OVER VIDEO CONFERENCE THIS 14th DAY OF APRIL, 2023.



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)

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on February 21, 2023, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered an order (the "Disclosure Statement Order") [Docket No. 1516] (i) authorizing Revlon, Inc. and its affiliated debtors and debtors in possession (collectively, the "Debtors"), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the "Plan"), (ii) approving the *Disclosure Statement For First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "Disclosure Statement")[2] as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code, (iii) approving the Solicitation Materials and documents to be included in the Solicitation Materials, and (iv) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order approving the Disclosure Statement, the Debtors will file the Plan Supplement with the Court on or before March 16, 2023. The Plan Supplement will include the following materials in connection with confirmation (each as defined in the Plan).

Exhibit A	New Organizational Documents for Reorganized Holdings
Exhibit B	Schedule of Rejected Executory Contracts and Unexpired Leases
Exhibit C	Schedule of Retained Causes of Action
Exhibit D	Identity of the Initial Members of the Reorganized Holdings Board
Exhibit E	Description of Transaction Steps
Exhibit F	First Lien Exit Facilities Credit Agreement
Exhibit G	Exit ABL Facility Credit Agreement
Exhibit H	Third-Party New Money Exit Facility Credit Agreement (if any)

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

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

Exhibit I	New Warrant Agreement
Exhibit J	Identity of the GUC Administrator
Exhibit K	PI Claims Distribution Procedures
Exhibit L	PI Settlement Fund Agreement
Exhibit M	Identity of the PI Claims Administrator and Trust Advisory Committee
Exhibit N	GUC Trust Agreement

PLEASE TAKE FURTHER NOTICE THAT On March 9, 2023, the Debtors filed a form of the New Warrant Agreement [Docket No. 1589], which is **Exhibit I** to the Plan Supplement.

PLEASE TAKE FURTHER NOTICE THAT all parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

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

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

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

United States Trustee	**Counsel to the Debtors**
Office of the United States Trustee U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, New York 10014 Attention: Brian Masumoto E-mail: Brian.Masumoto@usdoj.gov	Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019-6064 Facsimile: (212) 757-3990 Attention: Paul M. Basta Alice B. Eaton Robert A. Britton Brian Bolin Sean A. Mitchell Irene Blumberg E-mail: pbasta@paulweiss.com aeaton@paulweiss.com kkimpler@paulweiss.com rbritton@paulweiss.com bbolin@paulweiss.com smitchell@paulweiss.com iblumberg@paulweiss.com

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

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

New York, New York
Dated: March 16, 2023

/s/ Robert A. Britton

Paul M. Basta
Alice Belisle Eaton
Kyle J. Kimpler
Robert A. Britton
Brian Bolin
Sean A. Mitchell
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019
Telephone: (212) 373-3000
Facsimile: (212) 757-3990
pbasta@paulweiss.com
aeaton@paulweiss.com
kkimpler@paulweiss.com
rbritton@paulweiss.com
bbolin@paulweiss.com
smitchell@paulweiss.com

Counsel to the Debtors and Debtors in Possession

Exhibit A

New Organizational Documents for Reorganized Holdings

This **Exhibit A** contains the term sheet for the New Organizational Documents. The New Organizational Documents remain subject to continuing negotiations among the Consenting 2020 B-2 Lenders and will be filed at a later date. Article IV.G of the Plan provides as follows:

> On or promptly after the Effective Date, the Reorganized Debtors will file their applicable New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in their respective states or jurisdictions of incorporation or formation in accordance with the corporate laws of such respective states or jurisdictions of incorporation or formation. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents will prohibit the issuance of non-voting equity securities of Reorganized Holdings. After the Effective Date, the Reorganized Debtors may amend and restate their respective New Organizational Documents or otherwise restructure their legal Entity forms, without supervision or approval by the Bankruptcy Court and in accordance with applicable non-bankruptcy law.
>
> The New Organizational Documents shall provide for the following minority protections (which shall not be subject to amendment other than with the consent of holders of at least two-thirds of the then-issued and outstanding shares of New Common Stock and as to which the New Organizational Documents will provide equivalent rights to all equivalent sized holders of New Common Stock): (1) annual audited and quarterly financial statements by Reorganized Holdings, as well as a quarterly management call, including a Q&A; (2) no transfer restrictions other than restrictions on transfers to competitors, customary drag-along and tag-along rights (in connection with a transfer of a majority of the then-outstanding New Common Stock), and other customary transfer restrictions (including restrictions on transfers that are not in compliance with applicable law or would require Reorganized Holdings to register securities or to register as an "investment company"), but in any event will not include any right of first refusal or right of first offer; and (3) customary pro rata preemptive rights in connection with equity issuances for cash (subject to customary carve outs) for accredited investor holders of New Common Stock above a specified threshold (which threshold shall be determined to provide such preemptive rights to approximately ten (10) holders as of the Effective Date).

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit A**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

Key Assumptions: [1, 2]	Reorganized Revlon is a private Delaware [limited liability company], which will be taxed as a corporation, with one class of equity (the "Company Stock")
Board Composition:[3]	Initial board (the "Board") to be seven (7) directors, including (i) the Company CEO and (ii) six (6) other directors determined by the Required Consenting 2020 B-2 Lenders. [The successor directors will be nominated annually by Glendon, King Street, Angelo Gordon and Nut Tree (the "Key Shareholder Committee"), until the first annual meeting of the shareholders following such time as the members of the Key Shareholder Committee, together with their affiliates, hold less than 40% of the outstanding equity, at which point the successor directors will be nominated annually by the Board. Membership in the committee is not transferrable and ceases once a member's holdings (together with its affiliates) falls below the lesser of (i) 7% of outstanding equity and (ii) 66 2/3% of such member's initial equity at emergence.] The Key Shareholder Committee will act by approval of 70% of the shares represented on the Key Shareholder Committee. [After such time as the Key Shareholder Committee is no longer entitled to select Board members as described above, shareholders (together with each of their respective affiliates) that were formerly members of the Key Shareholder Committee (which, for the avoidance of doubt, will be no more than three shareholders) will each have the ability to designate one

[1] Note: Final structure subject to ongoing review to determine whether Reorganized Revlon will be an LLC or a corporation. Additional revisions may be required as a result of the differences in corporate formalities and mechanics of a Delaware LLC as compared to a corporation.

[2] Note: Mechanics regarding DTC under discussion. Holders may be required to hold either through DTC or on books and records (or a combination of both).

[3] Note: Board structure and designation rights subject to ongoing discussion between the Required Consenting 2020 B-2 Lenders.

	member of the Board for so long as such shareholder (together with its affiliates) continues to hold at least 10% of the outstanding equity.] Director nominees may not be affiliated with or be an employee of any of the Key Shareholder Committee members / designating shareholders. All shareholders shall be required to vote their shares to effectuate the Board designation rights described above, including in connection with any removal or replacement of a director appointed pursuant to any such designation rights. The equity thresholds described in this section exclude the dilutive impact of the management incentive plan and the exercise of the warrants outstanding at emergence.
Board Action:	**Meetings**: The Board will meet at least quarterly. Special meetings of the Board may be called by at least two (2) directors of the Board on at least 72 hours' notice.
	Quorum: Quorum consists of at least a majority of the total voting power of the Board.
	Approval: The Board shall act by majority of the votes present at a meeting at which a quorum is present. The Board may act by unanimous written consent. The following matters are expressly required to be approved by the Board: • Entry into new line of business • Special dividends or redemptions/repurchases of shares • Incurrence of debt over certain thresholds / liens • Other material transactions (material M&A, recapitalizations, restructurings) • IPO / other public offerings • Issuances of securities • Dissolution • Appointment/dismissal of CEO and other senior management • Compensation plans, management incentive programs and any equity incentives granted to management or to any provider of services • Material litigation • Change of auditors • Setting the annual operating plan and budget

Shareholder Consent Rights:[4]	Shareholder consents required by applicable law. Except as otherwise set forth above in connection with the election or removal of directors, each share of Company Stock shall be entitled to one vote for all such matters that are put to the shareholders for approval under the organizational documents and applicable law. Shareholders shall be entitled to act by written consent.
Related Party Transactions:	Related party transactions, including, without limitation, with (a) affiliates of Reorganized Revlon holding more than [•]% of Reorganized Revlon's outstanding equity or (b) the officers, managers, directors or lenders of Reorganized Revlon or its subsidiaries (including any transaction on terms less favorable than those that would have been obtainable from a third party on an arms-length basis) will require the approval of a majority of the disinterested / non-conflicted directors, which will exclude without limitation those directors that are (or whose affiliates or employees are) party to or may otherwise materially benefit from such related party transaction other than in their capacity as a holder of Company Stock; provided, that the approval will not apply to an acquisition of additional equity securities (or securities convertible into equity) that complies with the preemptive rights (or debt where similar preemptive rights are electively offered). A director that is not an affiliate or employee of the Key Shareholder Committee members / designating shareholders shall not be deemed conflicted solely because such director was nominated by the Key Shareholder Committee or designating shareholder.
Shareholder Meetings:	The shareholders shall meet at least annually. Special meetings of shareholders may be called at any time by the Board or shareholders holding a majority of the outstanding Company Stock, provided that notices for shareholder meetings (including for special meetings) must be given no less than 10 and no more than 90 days before such meeting and the notice must specify the time, place, location and purpose of such meeting. Quorum for shareholder action shall be a majority of the outstanding Company Stock.

[4] For the avoidance of doubt, if Reorganized Revlon is an LLC, definitive documents will provide that shareholder consent rights will be provided as if the entity were a corporation under the DGCL.

Drag-Along:	Shareholders holding at least a majority of the outstanding Company Stock shall have customary drag-along rights to cause a "company sale" (to be defined) for cash / liquid securities that is approved by the Board; provided, that a "company sale" will be subject to customary restrictions, including that other than with respect to customary fundamental representations relating to a holder and its shares (e.g., holder's status, authority, ownership of its shares), liability for which shall be borne only by such holder, liability for dragged shareholders with respect to representations by or with respect to Reorganized Revlon shall be several and not joint and also limited to such shareholder's pro rata percentage ownership interest (and the amount of proceeds received by such shareholder) and, in the case of non-fundamental rep breaches relating to Reorganized Revlon, limited to amounts held in escrow (other than, in each case, in the case of actual and intentional fraud of such shareholder).
Tag-Along:	Each shareholder shall have customary tag-along rights in connection with a transfer (or series of related transfers) of a majority of the then-outstanding Company Stock.
Transfer Restrictions:[5]	No transfers to "competitors" (to be defined) in any transaction not approved by the Board. Any prohibited transfers will be void *ab initio*, and the transferee will not be entitled to any rights with respect thereto, until the requirements above have been satisfied. Except as set forth above or in connection with a transaction subject to the drag-along or tag-along rights (described above), no transfer restrictions other than customary transfer restrictions (compliance with laws, will not require Reorganized Revlon to register securities or register as an "investment company", etc.). For the avoidance of doubt, the long-form documentation will not include any contractual lock-up provisions. Transfer restrictions set forth above will apply to transfer of beneficial ownership and indirect transfers, subject to customary exceptions.
Preemptive Rights:	Each shareholder that beneficially owns (together with its affiliates and related funds) at least [2] % (excluding the dilutive impact of the management incentive plan and the exercise of the warrants outstanding at emergence) of the outstanding Company Stock of Reorganized Revlon (which threshold was determined to provide such preemptive rights to approximately ten (10) holders as of emergence) shall be entitled to

[5] All rights that require a certain level of shareholding (preemptive rights, etc.) will require customary proof of beneficial ownership (i.e., broker letters).

	customary *pro rata* preemptive rights in connection with equity issuances (or securities convertible into equity) for cash by Reorganized Revlon, subject to customary carve-outs (e.g., shares issued as consideration in M&A transactions, IPO / public offerings, equity "kickers" to lenders, grants / issuances of employee incentive equity, etc.).
Registration Rights:[6]	Following an IPO, shareholders with an aggregate ownership of at least [●]% of the outstanding Company Stock may make a demand registration, subject to customary limits with respect to frequency and customary blackout periods. Shareholders holding any equity securities will have customary *pro rata* "piggyback" rights, subject to standard underwriter cutbacks which will be *pro rata* among all such holders. To the maximum extent permitted by applicable law, Reorganized Revlon shall bear all out-of-pocket registration costs and expenses.
Information Rights:	Annual audited and quarterly unaudited financials will be provided to all holders of Company Stock, as well as a quarterly management call / MD&A, including a Q&A portion. Shareholders (and warrantholders) shall be entitled to share information provided by Reorganized Revlon with prospective eligible transferees who agree to customary confidentiality restrictions with Reorganized Revlon. For the avoidance of doubt, without the Board's consent, Reorganized Revlon shall not be required to, and no shareholder or warrantholder shall, share any information with, or provide data room access to, a competitor of Reorganized Revlon. In order to access any information in the data room, shareholders will be required to sign or otherwise be bound by an agreement which will include an acknowledgement of, and agreement to comply with, the applicable terms of the organizational documents (including customary confidentiality obligations and the transfer and other restrictive provisions described herein), which will be made available on Reorganized Revlon's website. Upon the request of the Key Shareholder Committee, Reorganized Revlon will also periodically provide in the Data Room other material information for cleansing purposes.
Amendments:	Subject in all cases (including the provisos hereto) to the Minority Protections, amendments or waivers (or the entry into any agreement, commitment, understanding or contract to effect the following) to the

[6] Please refer to the Registration Rights Agreement for additional details on these provisions.

	organizational documents and other governance agreements shall require approval of a majority of the outstanding Company Stock; provided, that amendments to the preemptive rights, transfer restrictions, and information rights shall require the consent of a supermajority equal to at least 66 2/3% of the outstanding Company Stock.
Minority Protections:	Amendments or waivers (or the entry into any agreement, commitment, understanding or contract to effect the following) to the organizational documents that are, by their terms, disproportionate and adverse to a shareholder / group of shareholders require consent of such shareholders holding 66 2/3% of shares held by such shareholders.
Corporate Opportunities Waiver:	The applicable organizational document will include a waiver of "corporate opportunities" in favor of shareholders, shareholder designated directors and their respective affiliates to the maximum extent permitted by Delaware law.
Governing Law:	The shareholders agreement/limited liability company agreement and organizational documents shall be governed by Delaware law.

Exhibit B

Schedule of Rejected Executory Contracts and Unexpired Leases

This **Exhibit B** contains the Schedule of Rejected Executory Contracts and Unexpired Leases. Article VII.A of the Plan provides as follows:

> Except as otherwise provided [in the Plan], all Executory Contracts or Unexpired Leases will be deemed assumed as of the Effective Date, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the Debtors; (2) are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; or (3) are the subject of a motion to reject such Executory Contracts or Unexpired Leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such rejection is on or after the Effective Date. The assumption or rejection of all executory contracts and unexpired leases in the Chapter 11 Cases or in the Plan shall be determined by the Debtors, with the consent of the Required Consenting BrandCo Lenders.
>
> Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions, assumptions and assignments, and the rejection of the Executory Contracts or Unexpired Leases listed on the Schedule of Rejected Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to reject Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed pursuant to this Article VII.A or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date or such later date as provided in this Article VII.A, shall revest in and be fully enforceable by the Debtors or the Reorganized Debtors, as applicable, in accordance with such Executory Contract and/or Unexpired Lease's terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.
>
> To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including, without limitation, any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, shall have the right to alter, amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases, including by way of adding

> or removing a particular Executory Contract or Unexpired Lease from the Schedule of Rejected Executory Contracts and Unexpired Leases, at any time through and including sixty (60) Business Days after the Effective Date; *provided that*, after the Confirmation Date, the Debtors may not subsequently reject any Unexpired Lease of nonresidential real property under which any Debtor is the lessee that was not previously rejected (or subject to a motion to reject) or designated as rejected on the Schedule of Rejected Executory Contracts and Unexpired Leases absent consent of the applicable lessor; *provided further that*, with respect to any Unexpired Lease subject to a dispute regarding (1) the amount of the Cure Claim, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under such Unexpired Lease to be assumed, if required, or (3) any other matter pertaining to assumption, the Debtors may reject such Unexpired Lease within 30 days following entry of a Final Order of the Bankruptcy Court resolving such dispute.

Article VII.B of the Plan provides as follows:

> Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court or the Voting and Claims Agent and served on the Debtors or Reorganized Debtors, as applicable, by the later of (1) the applicable Claims Bar Date, and (2) thirty (30) calendar days after notice of such rejection is served on the applicable claimant. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be automatically Disallowed and forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, including any Claims against any Debtor listed on the Schedules as unliquidated, contingent or disputed. Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as Other General Unsecured Claims and shall be treated in accordance with Article III of the Plan.
>
> Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any cure amount has been fully paid or for which the cure amount is $0 pursuant to this Article VII, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

Inclusion of any document in the Schedule of Rejected Executory Contracts and Unexpired Leases is not an admission by the Debtors that any such documents constitutes an Executory Contract or Unexpired Lease. Subject to the terms of the Plan and the

Restructuring Support Agreement, the Debtors reserve the right to assert that any of the documents listed in the Schedule of Rejected Executory Contracts and Unexpired Leases are not Executory Contracts or Unexpired Leases. As a matter of administrative convenience, in certain cases the Debtors may have listed the original parties to the Executory Contracts and Unexpired Leases listed in the Schedule of Rejected Executory Contracts and Unexpired Leases without taking into account any succession of trustees or any other transfers or assignments from one party to another. The fact that the current parties to any particular Executory Contract or Unexpired Leases may not be named in the Schedule of Rejected Executory Contracts and Unexpired Leases is not intended to change the treatment of such Executory Contracts or Unexpired Leases. References to any Executory Contracts or Unexpired Leases to be rejected pursuant to the Plan are to the applicable Executory Contract or Unexpired Lease and other operative documents as of the date of the Plan Supplement, as they may have been amended, modified, or supplemented from time to time and as may be further amended, modified, or supplemented by the parties thereto between such date and the Effective Date.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit B**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

Contract Counterparty	Contract Description	Legal Entity
360 MARKET REACH		
	Services Agreement	Revlon Consumer Products Corporation
Accenture International Limited		
	IT Agreement - PLM System Maintenance	Revlon Consumer Products Corporation
	IT Agreement - PLM System Integrator	Revlon Consumer Products Corporation
ADAMS AIR and HYDRAULICS, INC.		
	Statement of Work	Roux Laboratories, Inc.
ADT SECURITY SERVICES, INC.		
	Services Agreement	Revlon Consumer Products Corporation
AIZA M. NICKEL		
	Employee Agreement	Revlon Consumer Products Corporation
AIZOON USA INC.		
	License Agreements	Elizabeth Arden, Inc.
Alfson, Jennifer K.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
ALLIED UNIVERSAL SECURITY SERVICES		
	Services Agreement	Revlon Consumer Products Corporation
	Services Agreement	Revlon Consumer Products Corporation
ALLIEDBARTON SECURITY SERVICES		
	Services Agreement	Revlon Consumer Products Corporation
AMBIUS LLC		
	Sales Agreement	Revlon Canada Inc.
	Sales Agreement	Revlon Canada Inc.
Amplifi Commerce, LLC		
	Services Agreement	Revlon Consumer Products Corporation
AMY JENNINGS		
	Settlement & Release Agreement	Revlon, Inc.
Anderson, Douglas A.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
ANGELA SCLAFANI		
	Settlement & Release Agreement	Revlon, Inc.
ARAGON, MARIO ALBERTO		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Arnold, Janet E.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
AT Kearney Inc		
	Professional Services Agreement	Revlon Consumer Products Corporation
	Statement of Work	Revlon Consumer Products Corporation
AT&T		
	Services Agreement	Elizabeth Arden, Inc.
AVA HUANG		
	Employee Agreement	Revlon Consumer Products Corporation
Bapatla, Venkata S.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
BARBARA LIGHT		
	Settlement & Release Agreement	Revlon, Inc.
Barbedette, Julien		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Bar-Ness, Ely		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
BEAUTY SYSTEMS GROUP		
	Distribution Agreement	Revlon Canada Inc.
	Distribution Agreement	Creative Nail Design, Inc.
Beauty United		
	Grant	Revlon Consumer Products Corporation
BERYL DENNIS		
	Separation Agreeement	Revlon Canada Inc.
BLONDE & CO		
	Services Agreement	Revlon Consumer Products Corporation
BLUE YONDER INC		
	JDA IT Agreement	Elizabeth Arden, Inc.
Bond Creative Search Inc		
	Services Agreement	Revlon Consumer Products Corporation
Bonnet, Stephane		

Contract Counterparty	Contract Description	Legal Entity
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Branovan, Alex		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Bryant, James C.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Burks, Stephanie		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Buyukozkaya, Dana D.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Campeau, Patrick G.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
CAROLINA HANDLING LLC		
	Services Agreement	Revlon, Inc.
CATHERINE BARATTA		
	Employee Agreement	Revlon Consumer Products Corporation
CATHERINE MAHONEY		
	Settlement & Release Agreement	Revlon, Inc.
CFI		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
CHALLENGER GRAY and CHRISTMAS		
	Consulting Agreement	Revlon Consumer Products Corporation
Chan, Judy		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
CHEMICAL STANDARDS LABORATORY		
	Supplier Agreement	Roux Laboratories, Inc.
Chia, Yumie P.		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Cho, Thomas		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Clarke, Alicen C.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
CLAUDIA OSSA		
	Employee Agreement	Revlon Consumer Products Corporation
COBURN COMMUNICATION INC		
	Services Agreement	Elizabeth Arden, Inc.
Coffee n Clothes		
	Services Agreement	Revlon Consumer Products Corporation
Cole, DeeDee		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Coleman, Chandra D.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Computer Generated Solutions		
	Services Agreement	Elizabeth Arden, Inc.
	Services Agreement	Elizabeth Arden, Inc.
Cornell, Brendalee L.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
COWAN SYSTEMS		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
CPG Connect Mississauga		
	Data License or Subscription Agreement	Revlon Canada Inc.
CPM United Kingdom Ltd		
	Services Agreement	Revlon International Corporation
	Services Agreement	Revlon International Corporation
	Services Agreement	Revlon International Corporation
	Services Agreement	Revlon International Corporation
CROSSMARK, INC.		
	Services Agreement	Revlon Consumer Products Corporation
	Services Agreement	Revlon, Inc.

Contract Counterparty	Contract Description	Legal Entity
CRST		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
CRYSTAL HANNAH		
	Employee Agreement	Revlon Consumer Products Corporation
Cuesta Civis, Yago		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Curmi, Janet C.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Dai, Sarling		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
DARYL YODER		
	Settlement & Release Agreement	Revlon, Inc.
DAVID SMITH		
	Settlement & Release Agreement	Revlon, Inc.
Davis, Kimberly L.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Davis, Stephen		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Demskiy, Alexey		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
DFW NATIONAL LOGISTICS		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
Dicocco, Cathy A.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Djuric, Milos		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Domingo, Gabriella		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Dowling, Gretchen A.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Drew, Jessica		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Driscoll, Sara		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Eickhoff, Christopher P.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
ELEVANO CONSULTING INC		
	Services Agreement	Revlon Consumer Products Corporation
Elysium Construction		
	Consulting Agreement	Revlon Consumer Products Corporation
Ethereal Gray, Inc.		
	Brand Ambassador	Revlon Consumer Products Corporation
EVERYOUNG LLC		
	Brand Ambassador	Revlon Consumer Products Corporation
EWG		
	License Agreement	Revlon Consumer Products Corporation
Exiger Diligence Inc.		
	Consulting Agreement	Revlon Consumer Products Corporation
Fier, Seth		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Firebelly Inc		
	Services Agreement	Revlon Consumer Products Corporation
Fontana, Fabio		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
FOUCHEZ, Martin		

Contract Counterparty	Contract Description	Legal Entity
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
FRANK STEFANI		
	Employee Agreement	Revlon Consumer Products Corporation
French, Michele		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Frolovicheva, Inna		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
FTI CONSULTING, INC.		
	Engagement Letter	Revlon Consumer Products Corporation
Gallastegui Astrain, Miguel		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Gallo, Ashley		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Garcia Clau, Carlos		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Gearhart, Brian		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Gerber, Alexandra		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Gilbert Express (GBEA 397018)		
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
Gordon-Bennett, Tarryn		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Grandjean, Marion		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Green, Yusef		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Gregware, Kerith P.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Greve, Christine		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Haldy, Maureen S.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Hamilton, David J.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Hayek, Tony		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Heft, Steven		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Hinds Pearl, Alison		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
IMPACT FULFILMENT SERVICES, LLC		
	Services Agreement	Revlon (Puerto Rico) Inc.
INVESTIS INC		
	Marketing Agreement	Revlon Consumer Products Corporation
Islas, Marco		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
JACQUELINE ANDERSON		
	Employee Agreement	Revlon Canada Inc.
JAMES FRANCISCO		
	Employee Agreement	Revlon Consumer Products Corporation
JANET TITLEY		
	Settlement & Release Agreement	Revlon, Inc.
JEFFREY WEISS		

Contract Counterparty	Contract Description	Legal Entity
	Settlement & Release Agreement	Revlon, Inc.
JOHNSTON EQUIPMENT		
	Real Estate Lease/Rental Agreement	Revlon Canada Inc.
Jose, Wilfrido		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Juarez, Mauricio		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
JULIE PETERSON		
	Guaranty and Indemnity Agreement	Revlon, Inc.
Jurist Company Inc		
	Services Agreement	Revlon Consumer Products Corporation
Kagiampini, Anastasia		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
KAREN WIGLEY		
	Employee Agreement	Revlon Consumer Products Corporation
KATHEY WALSH		
	Settlement & Release Agreement	Revlon, Inc.
KATRA, Charbel		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Katz, Sharon		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Kelley, Caroline D.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Kennel, Jeffrey		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Kidd, Vanessa		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
King, Linda		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Kumar, Prabhat		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Kwan, Javis		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Lacrampe, Nathalie		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Ladghem-Chikouche, Nora		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Latour, Rafael		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
LAWRENCE ELGIN		
	Employee Agreement	Revlon Canada Inc.
Lazardi, Keyla		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Lecomte, Axel		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Lee, Susan Y.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Lee, Yun J.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Leonard, Suzanne		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Li, Tina		

Contract Counterparty	Contract Description	Legal Entity
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
LINDA MCLELLAN		
	Settlement & Release Agreement	Revlon, Inc.
LINDA RIKER		
	Employee Agreement	Revlon Consumer Products Corporation
LINGO STAFFING		
	Consulting Agreement	Elizabeth Arden, Inc.
Liu Ph.D., Joey		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Lordi, Kalliope		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Luhoo Productions Inc		
	Brand Ambassador	Revlon Consumer Products Corporation
Lumpkins, Timothy		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
LURLINE JOY FULLER		
	Employee Agreement	Revlon Canada Inc.
Ma, Melody		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MABE TRUCKING		
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
MACANDREWS & FORBES INCORPORATED		
	Reimbursement Agreement	Revlon Consumer Products Corporation
	Reimbursement Agreement	Revlon Consumer Products Corporation
MAE K. MOORE		
	Settlement & Release Agreement	Revlon, Inc.
MANON CARPENTIER		
	Employee Agreement	Revlon Canada Inc.
MARGARIT, NURIA		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MARIA DO ROSARIO CORREIA		
	Employee Agreement	Revlon Canada Inc.
MARLA HAMILTON		
	Release Agreement	Revlon, Inc.
MASIELYN SIMPSON		
	Employee Agreement	Revlon Canada Inc.
Mattel, Inc.		
	License Agreements	Revlon Consumer Products Corporation
	License Agreements	Revlon Consumer Products Corporation
	License Agreements	Revlon Consumer Products Corporation
McLaughlin, Paul V.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MEETINGZONE INC		
	Supplier Agreement	Revlon Consumer Products Corporation
MESSAGEBANK, LLC		
	IT Agreement	Revlon Consumer Products Corporation
MIMRAN GROUP INC.		
	Letter Agreement	Elizabeth Arden, Inc.
	Letter Agreement	Elizabeth Arden (Canada) Limited
	IP Licenses & Distribution Agreements	Elizabeth Arden, Inc.
	IP Licenses & Distribution Agreements	Elizabeth Arden (Canada) Limited
	License Agreements	Elizabeth Arden (Canada) Limited
	License Agreements	Elizabeth Arden, Inc.
	License Agreements	Elizabeth Arden (Canada) Limited
MMI ANALYTICS LIMITED		
	Services Agreement	Elizabeth Arden, Inc.
Model, Deborah		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Moittie, Celine		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MORGAN STANLEY		
	License Agreements	Revlon Consumer Products Corporation
Motan, Hesham		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.

Contract Counterparty	Contract Description	Legal Entity
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Mount, Stacey		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MPS MULTI PACKAGING SOLUTIONS TCZEW		
	Direct Spend Agreement	Elizabeth Arden, Inc.
MURO, ANDER		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MVT SERVICES LLC		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
MYRIAM KERR		
	Settlement & Release Agreement	Revlon, Inc.
Nardello, Diana D.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
News America Marketing		
	Supplier Agreement	Revlon Consumer Products Corporation
NJJ PRODUCTIONS, INC.		
	License Agreements	Elizabeth Arden, Inc.
	Letter Agreement	Elizabeth Arden, Inc.
Nordstrom, Janet E.		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Northern Trust Company		
	Revlon Nonqualified Plans and Agreements Custody Agreement	Revlon Consumer Products Corporation
Noyes, Simone		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Nuxeo Corporation		
	IT Agreement	Revlon Consumer Products Corporation
O'Brien, Kristin		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
O'NEIL, DEBORAH ANNE		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Orengo, Maribelle		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Ortolano, Michael		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Park Costof, Won		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Patel, Aarti		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Pei Jin, Chia		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
PENA, JOSEP		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Perelman, Debbie		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Pettenati, Fernando		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Piergiorgi, Raymond J.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Potash, Lori Ann		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
PRECIMA INC		
	Participation Agreement	Revlon Consumer Products Corporation
	Participation Agreement	Revlon Consumer Products Corporation
PREMIUM RETAIL SERVICES		
	Services Agreement	Revlon Consumer Products Corporation
Prendergast, Hayley S.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
PriceTrace LLC		
	Services Agreement	Revlon Consumer Products Corporation
Pro-Vision International, Inc.		
	Supplier Agreement	Revlon Consumer Products Corporation

Contract Counterparty	Contract Description	Legal Entity
Quick, Cynthia A.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
RACKSPACE US, INC.		
	IT Agreement	Revlon Consumer Products Corporation
Rady, Kaitlin		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
RAMONA CERVANTES		
	Employee Agreement	Revlon Consumer Products Corporation
Raso, Tracey L.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
RAUL PAREDES		
	Employee Agreement	Revlon Canada Inc.
Redon, Romina		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Reed, Gretchen L.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Richards, Joseph		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Ritacco, Dominick		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Robert Callan & Associattes Ltd		
	Consulting Agreement	Revlon Consumer Products Corporation
ROBINSON, CARI S.		
	Employee Agreement	Revlon Consumer Products Corporation
Robinson, Metarere		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Rolleston, Ronald L.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Rosenthal, Steven		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Rueda, Diego		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Russo, Beth		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Salsify Inc		
	Vendor Agreement - Global PIM	Revlon Consumer Products Corporation
Sammon, Laurie A.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
SAMSUNG ELECTRONICS AMERICA		
	Advertisting Agreement	Revlon, Inc.
SC DATA INC		
	Services Agreement	Revlon Consumer Products Corporation
SCHNEIDER NATIONAL		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
Scott Adam Designs, Inc.		
	Settlement & Release Agreement	Elizabeth Arden, Inc.
Sek, Katherine		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Shepard, Marni		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Siegal, Steven		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
SLAYTON SEARCH PARTNERS		
	Services Agreement	Revlon Consumer Products Corporation

Contract Counterparty	Contract Description	Legal Entity
Smith, Paul		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
SNEH RAGOONANAN		
	Letter Agreement	Revlon Canada Inc.
SOUTHERN STATES TOYOTALIFT		
	Real Estate Lease/Rental Agreement	Roux Laboratories, Inc.
SP PLUS CORPORATION		
	Real Estate Lease/Rental Agreement	North America Revsale Inc.
SPRINKLR INC		
	License Agreements	Revlon Consumer Products Corporation
	Services Agreement	Revlon Consumer Products Corporation
	Data License or Subscription Agreement	Revlon Consumer Products Corporation
	License Agreements	Revlon Consumer Products Corporation
Steadfast Logistics, Inc		
	Services Agreement	Revlon Consumer Products Corporation
Steed, Megan		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
STEPHANIE SALCEDO		
	Settlement & Release Agreement	Revlon, Inc.
Suban, Fernando Luis		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
SUNPAC (PTY) LTD.,		
	Distribution Agreement	Roux Laboratories, Inc.
SUNTECK		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
SUSAN BONNEM		
	Settlement & Release Agreement	Revlon, Inc.
Talley-Bond, Carol		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
TapouT, LLC		
	License Agreements	Elizabeth Arden, Inc.
	Letter Agreement	Elizabeth Arden, Inc.
Taylor, James		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
TEHRANI, PENNY P.		
	Separation Agreeement	TBA
THE KIRSCHNER GROUP, INC		
	Sales Agreement	Roux Laboratories, Inc.
Thomson Reuters		
	IT Agreement	Revlon Consumer Products Corporation
Toledo Rosell, Francisco		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
TOM ZOSEL ASSOCIATES, LTD		
	Services Agreement	Elizabeth Arden, Inc.
TOYOTA INDUSTRIES COMMERCIAL		
	Real Estate Lease/Rental Agreement	Roux Laboratories, Inc.
TRANSFIX INC		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
Traudt, Michael D.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
TRILLES, JORDI		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
U.S. XPRESS, INC.		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
ULIKETHIS LLC		
	License Agreements	Elizabeth Arden, Inc.
	License Agreements	Elizabeth Arden, Inc.
	License Agreements	Elizabeth Arden, Inc.

Contract Counterparty	Contract Description	Legal Entity
	License Agreements	Elizabeth Arden, Inc.
UNIVEST CAPITAL INC		
	Real Estate Lease/Rental Agreement	Elizabeth Arden, Inc.
VALLECILLOS LOPEZ, ROCIO		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
VERISIGN INC		
	Services Agreement	Revlon Consumer Products Corporation
Victor, Julia		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Walsh, Denise		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Wang, Francois		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Waters, Charles		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Williams, Lisa R.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Williamson, Martine E.		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Winter, Dirk		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Wojnarowska, Monica		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Wright, Matthew D.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Yanavage, Jennifer C.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Zhu, Anita Y.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Zuckerman, Susan B.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.

Exhibit C

Schedule of Retained Causes of Action

This **Exhibit C** contains the Schedule of Retained Causes of Action. Article IV.Q of the Plan provides as follows:

> In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, any and all Retained Causes of Action (except, if the GUC Trust is established in accordance with the Plan, the GUC Trust may enforce all rights to commence and pursue Retained Preference Actions), whether arising before or after the Petition Date, including but not limited to any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. If the GUC Trust is established in accordance with the Plan, the GUC Trust (on its own behalf and, if the PI Settlement Fund is established in accordance with the Plan, as agent for the PI Settlement Fund) shall retain and may enforce all rights to commence and pursue any Retained Preference Actions, and the GUC Trust's rights to commence, prosecute, or settle such Retained Preference Actions shall be preserved notwithstanding the occurrence of the Effective Date. For the avoidance of doubt, the preservation of Retained Causes of Action described in the preceding sentence includes, but is not limited to, the Reorganized Debtors' retention of the Debtors' rights to (1) object to Administrative Claims, (2) object to other Claims, and (3) subordinate Claims, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article X of the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date.
>
> The Reorganized Debtors may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors, in their respective discretion. The GUC Trust, if established, may pursue Retained Preference Actions and objections to General Unsecured Claims in accordance with the best interests of the GUC Trust and the PI Settlement Fund. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors (or, with respect to the Retained Preference Actions, the GUC Trust) will not pursue any and all available Retained Causes of Action. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Retained Causes of Action against any Entity. The GUC Trust expressly reserves all rights to prosecute any and all Retained Preference Actions in accordance with the Plan. The Reorganized Debtors and, solely with respect to Retained Preference Actions and the allowance or disallowance of General Unsecured Claims, the GUC Trust, as applicable, expressly reserve all and shall retain the applicable Retained Causes of Action, for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral

estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all Retained Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Retained Causes of Action except as otherwise expressly provided in the Plan and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

Notwithstanding, and without limiting the generality of Article IV.Q. of the Plan, the following Exhibit C includes certain Causes of Action expressly preserved by the Debtors and the Reorganized Debtors, subject to the terms of the Plan and the information provided in this Exhibit C, including the following types of claims:

1. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters.

2. Claims Related to Tax Obligations

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all tax obligations to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including, without limitation, against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors or the Reorganized Debtors, regardless of whether such Entity is specifically identified herein. Without limiting the generality of the foregoing, the Debtors' expressly reserve all Causes of Action against the United States of America, Puerto Rico, Canada, the United Kingdom, or any other federal, state, local, province, foreign, or other taxing authorities, including the Entities identified on Schedule 1 attached hereto.

3. Claims Related to Pending and Future Litigation against the Debtors

As provided in Article X of the Plan, to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, the Debtors reserve any rights of the Debtors and the Reorganized Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or

other Causes of Action in response to such Causes of Action. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Entities that are the parties to the actions identified on Schedule 2 attached hereto.

4. Claims Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings

The Debtors or Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit C**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

Schedule 1
Claims Related to Tax Obligations

TAX AUTHORITY	TAX TYPE	ADDRESS
ALABAMA DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 327435, MONTGOMERY, AL 36132-7435
ALABAMA DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 327431, MONTGOMERY, AL 36132
ALABAMA DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	701 32ND STREET, BIRMINGHAM, AL 35296
ALASKA REMOTE SELLER SALES TAX	SALES TAX, VAT, GST, ETC.	ONE SEALASKA PLAZA STE. 200, JUNEAU, AK 99801
ALVARADO TAX & BUSINESS	REAL PROPERTY TAXES, SALES TAX, VAT, GST, ETC.	104 ACUARELA MARGINAL STREET, GUAYNABO, PUERTO RICO 00969-0000
ARIZONA DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 29010, PHOENIX, AZ 85038-9010
ARKANSAS DEPT OF FINANCE AND ADMIN	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 1272, SALES AND USE TAX, LITTLE ROCK, AR 72203
ARKANSAS DEPT OF FINANCE AND ADMIN	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 3861, LITTLE ROCK, AR 72203-3861
AVALARA INC.	SALES TAX, VAT, GST, ETC.	1100 2ND AVE, SUITE 300, SEATTLE, VAR 98101
BENTON COUNTY TAX COLLECTOR	PERSONAL PROPERTY TAXES	215 E CENTRAL AVE RM 101, BENTONVILLE, AR 72712
BROWARD COUNTY TAX COLLECTOR	PERSONAL PROPERTY TAXES	115 S. ANDREWS AVE #A100, FORT LAUDERDALE, FL 33301-1895
CALIFORNIA DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	PO BOX 942879, SACRAMENTO, CA 94279-0001
CALIFORNIA FRANCHISE TAX BOARD	INCOME TAXES	PO BOX 942857, SACRAMENTO, CA 94257-0511
CALIFORNIA SECRETARY OF STATE	OTHER TAXES	1500 11TH STREET, SACRAMENTO, CA 95814
CALIFORNIA STATE BOARD OF EQUALIZATION	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 942879, SACRAMENTO, CA 94279
CANADA BORDER SERVICES AGENCY	CUSTOMS AND DUTY, OTHER TAXES, SALES TAX, VAT, GST, ETC.	333 NORTH RIVER ROAD, PLACE VANIER, OTTAWA, CANADA K1A 0L8
CANADA REVENUE AGENCY	INCOME TAXES, SALES TAX, VAT, GST, ETC.	875 HERON ROAD, OTTAWA, CANADA K1A 1B1
CANADA REVENUE AGENCY	INCOME TAXES	PO BOX 3800 STN A, SUDBURRY, CANADA P3A 0C3

TAX AUTHORITY	TAX TYPE	ADDRESS
CITY OF MCALLEN	PERSONAL PROPERTY TAXES	311 N 15TH, MCALLEN, TX 78505
CITY OF PHILADELPHIA	INCOME TAXES	PO BOX 1393, PHILADELPHIA, PA 19105-1393
CITY OF ROANOKE TREASURER	REAL PROPERTY TAXES	PO BOX 1451, ROANOKE, VA 24007-1451
CITY OF SALEM	PERSONAL PROPERTY TAXES	P O BOX 869, 114 NORTH BROAD STREET, SALEM, VA 24153
CITY OF SEATTLE LICENSING AND TAX ADMINISTRATION	SALES TAX, VAT, GST, ETC.	PO BOX 34907, SEATTLE, WA 98124-1907
CLARK COUNTY ASSESSOR	PERSONAL PROPERTY TAXES	500 S. GRAND CENTRAL PKWAY 2ND FLOOR, PO BOX 551401, LAS VEGAS, NV 89155-1401
COLORADO DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	1375 SHERMAN ST, DENVER, CO 80261
COLORADO DEPARTMENT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	TAXPAYER SERVICES DIVISION, DENVER, CO 80261-0013
COLORADO SECRETARY OF STATE	OTHER TAXES	1700 BROADWAY, DENVER, CO 80290
COMMISSIONER OF REVENUE SERVICES	INCOME TAXES	PO BOX 2974, HARTFORD, CT 06104-2974
COMMISSIONER OF REVENUE SERVICES	OTHER TAXES, SALES TAX, VAT, GST, ETC.	P.O. BOX 2929, ATTN: DEPT OF REVENUE OF SERVICES, HARTFORD, CT 06104-2929
COMMISSIONER OF TAXATION & FINANCE	INCOME TAXES	NYS ASSESSMENT RECEIVABLES, BINGHAMTON, NY 13902
COMPTROLLER OF MARYLAND	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	110 CARROLL ST, ANNAPOLIS, MD 21411-0001
CONYERS DILL AND PEARMAN	OTHER TAXES	CLARENDON HOUSE, 2 CHURCH STREET, HAMILTON, CAYMAN ISLANDS HM11
D.C. TREASURER	INCOME TAXES	PO BOX 960 OFFICE OF TAX AND REVENUE, WASHINGTON, DC 20090-6019
DELAWARE DIVISION OF CORPORATIONS	OTHER TAXES	JOHN G. TOWNSEND BLDG., 401 FEDERAL STREET – SUITE 4, DOVER, DE 19901
DELAWARE DIVISION OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 2340, WILMINGTON, DE 19899
DELAWARE DIVISION OF REVENUE	INCOME TAXES, OTHER TAXES	PO BOX 830, WILMINGTON, DE 19898
DELAWARE SECRETARY OF STATE	OTHER TAXES	PO BOX 5509, BINGHAMTON, DE 13902-5509

TAX AUTHORITY	TAX TYPE	ADDRESS
DEPARTMENT OF ASSESSMENTS AND TAXATION	OTHER TAXES	301 W. PRESTON STREET, ROOM 801 , BALTIMORE, MD 21201-2395
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS - BUSINESS REGISTRATION DIVISION	OTHER TAXES	PO BOX 40, HONOLULU, HI 96810
DEPARTMENT OF REVENUE	INCOME TAXES	PO BOX 23191, JACKSON, MS 39225-3191
DEPARTMENT OF REVENUE MISSISSIPPI	INCOME TAXES	PO BOX 23191, JACKSON, MS 39225-3191
DEPT OF THE TREASURY, DIVISION OF REVENUE AND ENTERPRISE SERVICES	OTHER TAXES	125 W STATE ST, TRENTON, NJ 08608
DISTRICT OF COLUMBIA TREASURER	SALES TAX, VAT, GST, ETC.	OFFICE OF TAX AND REVENUE, DC, DC 20090-6384
EDISON TAX COLLECTOR	REAL PROPERTY TAXES	100 MUNICIPAL BOULEVARD, EDISON, NJ 08817
FLORIDA DEPT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	5050 W TENNESSEE STREET, TALLAHASSEE, FL 32399-0125
FLORIDA DEPT. OF REVENUE	SALES TAX, VAT, GST, ETC.	1401 W. US HIGHWAY 90,#100, LAKELAND, FL 32055
GALVESTON CO. MUD NO. 54	PERSONAL PROPERTY TAXES	PO BOX 1368, FRIENDSWOOD, TX 77549-1368
GALVESTON COUNTY	PERSONAL PROPERTY TAXES, REAL PROPERTY TAXES	PO BOX 1169, GALVESTON, TX 77553
GEORGIA DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 105136, PROCESSING CENTER, ATLANTA, GA 30348
GEORGIA DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 105499, ATLANTA, GA 30348-5499
GEORGIA DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	PO BOX 105408, ATLANTA, GA 30348-5408
GRANVILLE COUNTY TAX OFFICE	PERSONAL PROPERTY TAXES, REAL PROPERTY TAXES	PO BOX 219, OXFORD, NC 27565
HAWAII DEPARTMENT OF TAXATION	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 1730, HONOLULU, HI 96806-1730
HAWAII STATE TAX COLLECTOR	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 1530, HONOLULU, HI 96806-1530
HAYS COUNTY	PERSONAL PROPERTY TAXES	712 S STAGECOACH TRAIL, SAN MARCOS, TX 78666

TAX AUTHORITY	TAX TYPE	ADDRESS
HIDALGO COUNTY	PERSONAL PROPERTY TAXES	PO BOX 178, EDINBURG, TX 78540
HM REVENUE AND CUSTOMS	CUSTOMS AND DUTY,OTHER TAXES, SALES TAX, VAT, GST, ETC.	LONDON BX9 1WR
IDAHO SECRETARY OF STATE'S OFFICE	OTHER TAXES	450 N 4TH ST, BOISE, ID 83702
IDAHO STATE TAX COMMISSION	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 76, BOISE, ID 83707
ILLINOIS DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	RETAILERS OCCUPATION TAX, SPRINGFIELD, IL 62796-0001
ILLINOIS DEPARTMENT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	RETAILERS OCCUPATION TAX, PO BOX 19447, SPRINGFIELD, IL 62796
IN DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 7220, INDIANAPOLIS, IN 46207
INDIANA DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 7228, INDIANAPOLIS, IN 46207-7228
IOWA DEPT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 10469, DES MOINES, IA 50306-0469
IOWA DEPT. OF REVENUE	SALES TAX, VAT, GST, ETC.	PO BOX 10469, DES MOINES, IA 50306-0469
JIM OVERTON, TAX COLLECTOR	PERSONAL PROPERTY TAXES, REAL PROPERTY TAXES	231 E. FORSYTH ST., JACKSONVILLE, FL 32202-3375
KANSAS DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	915 S.W. HARRISON STREET, TOPEKA, KS 66625
KANSAS SECRETARY OF STATE	OTHER TAXES	MEMORIAL HALL 1ST FLOOR, 120 S.W. 10TH AVENUE , TOPEKA , KS 66612-1594
KENTUCKY SECRETARY OF STATE	OTHER TAXES	700 CAPITAL AVE., STE. 152, FRANKFORT, KY 40601
KENTUCKY STATE TREASURER	INCOME TAXES, SALES TAX, VAT, GST, ETC.	KENTUCKY REVENUE CABINET, FRANKFORT, KY 40620-0003
KENTUCKY STATE TREASURER	SALES TAX, VAT, GST, ETC.	KENTUCKY DEPARTMENT OF REVENUE, FRANFORT, KY 40620
LOUISIANA DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 3138, BATON ROUGE, LA 70821
LOUISIANA DEPARTMENT OF REVENUE	INCOME TAXES	PO BOX 201, BATON ROUGE, LA 70821-0201
LOUISIANA SECRETARY OF STATE	OTHER TAXES	3851 ESSEN LANE, BATON ROUGE, LA 70804

TAX AUTHORITY	TAX TYPE	ADDRESS
MA DEPARTMENT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 7038, BOSTON, MA 02204
MACANDREWS & FORBES INCORPORATED	INCOME TAXES	35 EAST 62ND STREET, NEW YORK, NJ 10065
MAINE BUREAU OF TAXATION	SALES TAX, VAT, GST, ETC.	PO BOX 1065, SALES EXCISE TAX DIVISION, AUGUSTA, ME 04332
MAINE REVENUE SERVICES	SALES TAX, VAT, GST, ETC.	PO BOX 1065, AUGUSTA, ME 04331-1065
MASSACHUSETTS DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 7062, BOSTON, MA 02204
MASSACHUSETTS DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	PO BOX 419257, BOSTON, MA 02241-9257
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS	OTHER TAXES	CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU, CORPORATIONS DIVISION , P.O. BOX 30054, LANSING, MI 48909
MICHIGAN DEPT. OF TREASURY	INCOME TAXES	PO BOX 77000, DETROIT, MI 48277-0375
MINISTER OF FINANCE	SALES TAX, VAT, GST, ETC.	P.O BOX 9482 STN, PROV.GOVT, VICTORIA, CANADA V8W 9E6
MINISTER OF REVENUE OF QUEBEC	SALES TAX, VAT, GST, ETC.	C.P. 4000, MONTREAL H5B 1A5
MINNESOTA DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 64649, ST PAUL, MN 55164-0649
MINNESOTA REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	MAIL STATION 1260, ST PAUL, MN 55145
MISSISSIPPI DEPT OF REVENUE	SALES TAX, VAT, GST, ETC.	PO BOX 960, JACKSON, MS 39205
MISSISSIPPI STATE TAX COMMISSION	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 960, JACKSON, MS 32905
MISSISSIPPI STATE TAX COMMISSION	SALES TAX, VAT, GST, ETC.	PO BOX 960, JACKSON, MS 39225-3075
MISSOURI DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 999, JEFFERSON CITY, MO 65108
MISSOURI DEPT OF REVENUE	INCOME TAXES	PO BOX 3365, JEFFERSON CITY, MO 65105-0700
MONTANA DEPARTMENT OF REVENUE	INCOME TAXES	PO BOX 8021, HELENA, MT 59604-8021
NEBRASKA DEPARTMENT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 98923, LINCOLN, NE 68509

TAX AUTHORITY	TAX TYPE	ADDRESS
NEVADA DEPARTMENT OF TAXATION	SALES TAX, VAT, GST, ETC.	2550 PASEO VERDE PARKWAY STE 180, HENDERSON, NV 89074
NEW HAMPSHIRE DRA TAX DEPT	INCOME TAXES	PO BOX 1265, CONCORD, NH 03302-1265
NEW MEXICO TAXATION AND REVENUE DEPARTMENT	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 25127, SANTA FE, NM 87504-5127
NEW MEXICO TAXATION AND REVENUE DEPARTMENT	SALES TAX, VAT, GST, ETC.	PO BOX 25128, SANTA FE, NM 87504-5128
NEW YORK SECRETARY OF STATE	OTHER TAXES	123 WILLIAM STREET, NEW YORK, NY 21201-2395
NEW YORK STATE CORPORATION TAX	INCOME TAXES	PO BOX 22109, ALBANY, NY 12201
NEW YORK STATE DEPT	SALES TAX, VAT, GST, ETC.	PO BOX 4127, BINGHAMTON, NY 13902-4127
NEW YORK STATE SALES TAX	SALES TAX, VAT, GST, ETC.	PO BOX 1205, JFK BUILDING, NEW YORK, NY 10116
NORTH CAROLINA DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 25000, RALEIGH, NC 27640
NYC DEPARTMENT OF FINANCE	OTHER TAXES, PERSONAL PROPERTY TAXES	PO BOX 3933, NEW YORK, NY 10008-3933
NYC DEPARTMENT OF FINANCE	OTHER TAXES	PO BOX 3646, NEW YORK, NY 10008-3646
NYS FILING FEE	INCOME TAXES	PO BOX 15310, STATE PROC, ALBANY, NY 12212-5310
OHIO DEPARTMENT OF TAXATION	OTHER TAXES, SALES TAX, VAT, GST, ETC.	4485 NORTHLAND RIDGE BLVD, COLUMBUS, OH 43229
OHIO DEPT OF TAXATION	SALES TAX, VAT, GST, ETC.	PO BOX 16560, COLUMBUS, OH 43216
OKLAHOMA SECRETARY OF STATE	OTHER TAXES	COLCORD CENTER, 421 NW 13TH ST, SUITE 210/220, OKLAHOMA CITY, OK 73103
OKLAHOMA TAX COMMISSION	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 26890, OKLAHOMA CITY, OK 73126
OKLAHOMA TAX COMMISSION	INCOME TAXES	PO BOX 26850, OKLAHOMA CITY, OK 73126-0930
OKLAHOMA TAX COMMISSION	SALES TAX, VAT, GST, ETC.	PO BOX 26858, OKLAHOMA CITY, OK 73126
OREGON DEPARTMENT OF REVENUE	INCOME TAXES	PO BOX 14950, SALEM, OR 97309-0470

TAX AUTHORITY	TAX TYPE	ADDRESS
PENNSYLVANIA DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	DEPT 280420, HARRISBURG, PA 17128
PENNSYLVANIA DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	DEPT 280406, HARRISBURG, PA 17128-0404
PENNSYLVANIA DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	3RD FLOOR EDISON, HARRISBURG, PA 17128-0404
PUERTO RICO TREASURY DEPARTMENT	PERSONAL PROPERTY TAXES	10 PASEO COVADONGA, SAN JUAN, PUERTO RICO 00901
PUERTO RICO TREASURY DEPARTMENT	SALES TAX, VAT, GST, ETC.	SAN JUAN 00901
RECEIVER GENERAL FOR CANADA	SALES TAX, VAT, GST, ETC.	SUDBURY TAX SERVICES, SUDBURY, CANADA P3A 0C3
REVENUE QUEBEC	SALES TAX, VAT, GST, ETC.	COMPLEXE DESJARDINS, SECTEUR D246VE, MONTREAL, CANADA H5B 1A4
RHODE ISLAND DIVISION OF TAXATION	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	ONE CAPITAL HILL, STE 9, PROVIDENCE, RI 02908-5814
RHODE ISLAND DIVISION OF TAXATION	SALES TAX, VAT, GST, ETC.	ONE CAPITOL HILL, PROVIDENCE, RI 02908-5800
SC DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	WITHHOLDING, COLUMBIA, SC 24214
SECRETARY OF STATE, NEVADA STATE CAPITOL BUILDING	OTHER TAXES	101 NORTH CARSON STREET, SUITE 3, CARSON CITY, NV 89701
SOUTH CAROLINA DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 125, COLUMBIA, SC 29214-0850
SOUTH DAKOTA DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	445 E. CAPITOL AVENUE, PIERRE, SD 57501
SOUTH DAKOTA DEPT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 5055, SIOUX FALLS, SD 57117
STATE OF MICHIGAN	SALES TAX, VAT, GST, ETC.	PO BOX 30113, LANSING, MI 48909
STATE OF NEW JERSEY	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 929, TRENTON, NJ 08625-0929
STATE OF NEW JERSEY	INCOME TAXES	NJ DIVISION OF TAXATION, NEXUS AUDI, TRENTON, NJ 08695-0269
STATE OF NEW JERSEY	SALES TAX, VAT, GST, ETC.	PO BOX 059, TRENTON, NJ 08646-0059
STATE OF NEW MEXICO	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 25128, TAXATION AND REVENUE DEPARTMENT, SANTA FE, NM 87504

TAX AUTHORITY	TAX TYPE	ADDRESS
STATE OF WASHINGTON	SALES TAX, VAT, GST, ETC.	PO BOX 47464, OLYMPIA, WA 98504-7464
STATE TAX COMMISSION	SALES TAX, VAT, GST, ETC.	PO BOX 76, BOISE, ID 83707
TAX COLLECTOR COUNTY OF SAN DIEGO	PERSONAL PROPERTY TAXES	1600 PACIFIC HWY. ROOM 162, SAN DIEGO, CA 92121
TAX COLLECTOR, CITY OF STAMFORD	PERSONAL PROPERTY TAXES	PO BOX 50, STAMFORD, CT 06904
TENNESSEE DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	500 DEADERICK STREET, ANDREW JACKSON STATE OFFICE BLDG., NASHVILLE, TN 37242
TENNESSEE DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	500 DEADERICK ST ANDREW JACKSON STA, NASHVILLE, TN 37242
TENNESSEE SECRETARY OF STATE	OTHER TAXES	312 ROSA L PARKS AVE, NASHVILLE, TN 37243
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	SALES TAX, VAT, GST, ETC.	PO BOX 149348, AUSTIN, TX 78714-9348
TEXAS CONTROLLER OF PUBLIC ACCOUNT	INCOME TAXES	111 EAST 17TH STREET, AUSTIN, TX 78774
TEXAS STATE COMPTROLLER	OTHER TAXES, SALES TAX, VAT, GST, ETC.	111 EAST 17TH STREET, AUSTIN, TX 78774
THE DIRECTOR	SALES TAX, VAT, GST, ETC.	PO BOX 9443, VICTORIA, CANADA V8W 9W7
TOWN OF FRANKLIN	PERSONAL PROPERTY TAXES	PO BOX 986, MEDFORD, MA 02155-0010
TOWNSHIP OF IRVINGTON	PERSONAL PROPERTY TAXES, REAL PROPERTY TAXES	1 CIVIC SQUARE, MUNICIPAL BLDG, IRVINGTON, NJ 07111
TREASURER OF STATE OF OHIO	SALES TAX, VAT, GST, ETC.	PO BOX 16158, COLUMBUS, OH 43218-6158
TREASURER OF VIRGINIA	SALES TAX, VAT, GST, ETC.	PO BOX 570, DIV OF CHILD SUPPORT ENFORCEMENT, RICHMOND, VA 23218
TREASURER STATE OF MAINE	SALES TAX, VAT, GST, ETC.	PO BOX 9101, AUGUSTA, ME 04332-9101
TREASURER STATE OF NEW JERSEY	SALES TAX, VAT, GST, ETC.	400 EAST STATE STREET, TRENTON, NJ 08690
TREASURER, CITY OF ROANOKE	PERSONAL PROPERTY TAXES, REAL PROPERTY TAXES	ATTN: OBC, PO BOX 1451, ROANOKE, VA 24007-1451
TREASURER, STATE OF IOWA	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 10466, DES MOINES, IA 50306-0466

TAX AUTHORITY	TAX TYPE	ADDRESS
TREASURY GENERAL ACCOUNT	OTHER TAXES	21500 MT. BELFORD AVE., ENGLEWOOD, CO 80112
US CUSTOMS AND BORDER PROTECTION	CUSTOMS AND DUTY	PO BOX 530071, ATLANTA, GA 30353-0071
UTAH STATE TAX COMMISSION	INCOME TAXES, SALES TAX, VAT, GST, ETC.	210 N 1950 W, SALT LAKE CITY, UT 84134
VERMONT DEPARTMENT OF TAXES	INCOME TAXES, SALES TAX, VAT, GST, ETC.	133 STATE STREET, MONTPELIER, VT 05601-1779
VERMONT DEPARTMENT OF TAXES	SALES TAX, VAT, GST, ETC.	PO BOX 547, MONTPELIER, VT 05601
VIRGINIA DEPARTMENT OF TAXATION	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 27407, RICHMOND, VA 23261-7407
VIRGINIA DEPARTMENT OF TAXATION	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 1777, RICHMOND, VA 23218-1777
WASHINGTON STATE DEPT. OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 34051, SEATTLE, WA 98124
WASHINGTON STATE DEPT. OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 47476, OLYMPIA, WA 98504-7476
WENDY BURGUESS, TAX ASSESSOR-COLLECTOR	REAL PROPERTY TAXES	PO BOX 961018, FORT WORTH, TX 76161-0018
WEST VIRGINA SECRETARY OF STATE	OTHER TAXES	BLDG. 1 SUITE 157-K, 1900 KANAWHA BOULEVARD EAST, CHARLESTON, WV 25305
WEST VIRGINA SECRETARY OF STATE, LEGISLATIVE BUILDING	OTHER TAXES	416 SID SNYDER AVE SW, OLYMPIA, WA 98501
WEST VIRGINIA STATE TAX DEPARTMENT	INCOME TAXES	PO BOX 1202, CHARLESTON, WV 25324-1202
WEST VIRGINIA STATE TAX DEPARTMENT	SALES TAX, VAT, GST, ETC.	PO BOX 11514, CHARLESTON, WV 25339
WEST VIRGINIA STATE TAX DEPARTMENT	SALES TAX, VAT, GST, ETC.	PO BOX 1826, CHARLESTON, WV 25327-1826
WILLIAM L RUTHERFORD	CUSTOMS AND DUTY	3350 AIRWAY DRIVE, UNIT 201 204, MISSISSAUGA, CANADA L4V 1T3
WISCONSIN DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 8902, MADISON, WI 53708-8902
WISCONSIN DEPT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 93931, MILWAKEE, WI 53293
WYOMING DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	122 WEST 25TH STREET, CHEYENNE, WY 82002

TAX AUTHORITY	TAX TYPE	ADDRESS
WYOMING DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	122 WEST 25TH ST SUITE E, HERSCHLER, CHEYENNE, WY 92002-0110

Schedule 2

Claims Related to Pending and Future Litigation against the Debtors

Debtor	Case Title	Case Number	Nature of Case	Court or Agency	Case Status
Revlon Consumer Products Corporation	Payment Card Interchange Fee and Merchant Discount Antitrust Litigation	MDL No. 1720	Class Action - Antitrust Litigation	United States District Court Eastern District of New York	Pending
Revlon Consumer Products Corporation	Domestic Airline Travel Antitrust Litigation	MDL No. 2656	Class Action - Antitrust Litigation	United States District Court for the District of Columbia	Pending

Exhibit D

Identity of the Initial Members of the Reorganized Holdings Board

This **Exhibit D** contains the Identity of the Initial Members of the Reorganized Holdings Board. The identity of the initial members of the New Boards is subject to ongoing discussions among the Consenting 2020 B-2 Lenders. Accordingly, the identity of the initial members of the New Boards will be disclosed in a supplemental Plan Supplement filing.

Pursuant to Article IV.H of the Plan, as of the Effective Date, the term of the current members of the boards of directors of each Debtor shall expire, and the New Boards shall be appointed in accordance with the New Organizational Documents of each Reorganized Debtor. The members of the Reorganized Holdings Board immediately following the Effective Date shall be determined and selected by the Required Consenting 2020 B-2 Lenders. Except as otherwise provided in the Plan, the Confirmation Order, the Plan Supplement, or the New Organizational Documents, the officers of the Debtors immediately before the Effective Date, as applicable, shall serve as the initial officers of the Reorganized Debtors on the Effective Date.

Article IV.H of the Plan further provides that the Debtors will disclose in the Plan Supplement the identity and affiliations of any Person proposed to serve on the initial Reorganized Holdings Board and the New Subsidiary Boards, to the extent known at the time of filing, as well as those Persons that will serve as an officer of Reorganized Holdings or other Reorganized Debtor. To the extent any such director or officer is an "insider" as such term is defined in section 101(31) of the Bankruptcy Code, the nature of any compensation to be paid to such director or officer will also be disclosed.

Each such director and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and may be replaced or removed in accordance with such New Organizational Documents.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit D**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

Exhibit E

Description of Transaction Steps

This **Exhibit E** contains the Description of Transaction Steps. The Description of Transaction Steps remains subject to continuing negotiations among the Debtors and the Required Consenting BrandCo Lenders and will be filed at a later date.

The Description of Transaction Steps shall set forth the material components of the Restructuring Transactions and a description of the steps to be carried out to effectuate the Restructuring Transactions in accordance with the Plan, including the reorganization of the Reorganized Debtors and the issuance of New Common Stock and the New Warrants, the incurrence of the Exit Facilities, and the other distributions under the Plan, through the Chapter 11 Cases, the Plan, or any Definitive Documents, and the intended tax treatment of such steps.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit E**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

Exhibit F

First Lien Exit Facilities Credit Agreement

This **Exhibit F** contains the First Lien Exit Facilities Credit Agreement. Pursuant to Article IV.A.1 of the Plan, on the Effective Date, the Reorganized Debtors shall enter into the First Lien Exit Facilities Documents, including the First Lien Exit Facilities Credit Agreement, for the First Lien Exit Facilities.

The First Lien Exit Facilities Credit Agreement is in draft form and remains subject to continuing review and negotiation among the Debtors and interested parties with respect thereto.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit F**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

TERM CREDIT AGREEMENT

among

[REVLON CONSUMER PRODUCTS CORPORATION],
as the Borrower,

[REVLON, INC.],
as Holdings,

THE LENDERS PARTY HERETO and

[JEFFERIES FINANCE LLC],
as Administrative Agent and Collateral Agent

Dated as of [●], 2023

JEFFERIES FINANCE LLC,
as Lead Arranger and Bookrunner

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SCHEDULES:

EXHIBITS:

[1] NTD: to be included if applicable.

J	Form of Term Loan Note
K	[Reserved]
L	Form of ABL Intercreditor Agreement
M	Form of Mortgage

TERM CREDIT AGREEMENT, dated as of [●], 2023, among [REVLON CONSUMER PRODUCTS CORPORATION], a [Delaware corporation] (the "Company" or the "Borrower"), [REVLON, INC.], a [Delaware corporation] ("Holdings"), the financial institutions or other entities from time to time parties to this Agreement (the "Lenders") and [Jefferies Finance LLC], as Administrative Agent and Collateral Agent.

WITNESSETH:

WHEREAS, on June 15, 2022, Holdings, the Borrower and certain of the Borrower's Subsidiaries (each, a "Debtor" and collectively, the "Debtors") filed voluntary petitions with the Bankruptcy Court initiating their respective cases that are pending under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District for New York (such court, the "Bankruptcy Court"; and each such case of the Borrower and each other Debtor, a "Chapter 11 Case" and collectively, the "Chapter 11 Cases") and continued in the possession of their assets and the management of their business pursuant to Section 1107 and 1108 of the Bankruptcy Code;

WHEREAS, Holdings, in its capacity as foreign representative on behalf of the Debtors' estates, filed an application with the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario, Canada under Part IV of the *Companies' Creditors Arrangement Act* (Canada), R.S.C. 1985, c. C-36, as amended, to recognize the Chapter 11 Cases as "foreign main proceedings" and grant certain customary related relief;

WHEREAS, on [●], 2023 the Bankruptcy Court entered the Confirmation Order (as defined herein) approving the Restructuring Plan (as defined herein) of the Debtors, and concurrently with the making (and/or deemed making) of the Initial Term Loans hereunder, the effective date with respect to the Restructuring Plan has occurred;

WHEREAS, pursuant to the terms of the Restructuring Plan, the holders of Allowed 2020 Term B-1 Loan Claims (as defined in the Restructuring Plan) are entitled to receive on account of such claims, among other things, Initial Term Loans provided for hereunder in the aggregate principal amount of $[●]; and

WHEREAS, by execution and delivery of this Agreement and the other Loan Documents and entry of the Confirmation Order in respect of the Debtors, Holdings and the Subsidiary Guarantors, as applicable, agree to guarantee the Obligations, and the Borrower and each Guarantor agrees to secure all of the Obligations by granting to the Collateral Agent, for the benefit of the Secured Parties, a lien and security interest in respect of, and on, the Collateral, on and subject to the terms and priorities set forth in the other Loan Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the other Loan Documents, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION I. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"ABL Designated Banking Services Obligations": as defined in the ABL Intercreditor Agreement.

["ABL Designated Specified Additional Obligations": as defined in the ABL Intercreditor Agreement.]

"ABL Designated Swap Obligations": as defined in the ABL Intercreditor Agreement.

"ABL Documents": the collective reference to the ABL Facility Agreement and any other document, agreement and instrument executed and/or delivered in connection therewith or relating thereto, together with any amendment, supplement, waiver, or other modification to any of the foregoing.

"ABL Facility": the asset-based revolving credit facility made available to the Borrower pursuant to the ABL Facility Agreement.

"ABL Facility Agreement": the Asset-Based Revolving Credit Agreement, dated as of [●], 2023, among the Borrower, [the local borrowing subsidiaries party thereto,] Holdings, the lenders and issuing lenders from time to time party thereto and [●], as administrative agent and collateral agent, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"ABL Facility First Priority Collateral": as defined in the ABL Intercreditor Agreement.

"ABL Intercreditor Agreement": the ABL Intercreditor Agreement, dated as of the Closing Date, among the Borrower, Holdings, the Subsidiary Guarantors, the Collateral Agent, the collateral agent under the ABL Documents and the other parties from time to time party thereto, substantially in the form of Exhibit L, as the same may be amended, supplemented, waived or otherwise modified from time to time.

"ABL Loan": any loan made pursuant to the ABL Facility.

"ABR": for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1% and (c) the Adjusted Term SOFR Rate for a one month Interest Period as published two (2) U.S. Government Securities Business Days prior to such day plus 1.00%; provided that, for purposes of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. Chicago time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the ABR due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted Term SOFR Rate, respectively. If the ABR is being used as an alternate rate of interest pursuant to Section 2.17 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.17(b)), then the ABR shall be the greater of clause (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the ABR as determined pursuant to the foregoing would be less than 2.00%, such rate shall be deemed to be 2.00% for purposes of this Agreement.

"ABR Loans": Loans the rate of interest applicable to which is based upon the ABR.

"ABR Term SOFR Determination Day": as defined in the definition of "Term SOFR".

"Accounting Changes": as defined in Section 10.16.

"Adjusted Term SOFR Rate": an interest rate per annum equal to Term SOFR for such Interest Period; provided that, if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Administrative Agent": [Jefferies Finance LLC], as the administrative agent for the Lenders under this Agreement and the other Loan Documents, together with any of its successors and permitted assigns in such capacity in accordance with Section 9.9.

"Affected Financial Institution": (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate": [as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, in either case whether by contract or otherwise.] [For purposes of this Agreement and the other Loan Documents, Jefferies LLC and its Affiliates shall be deemed to be Affiliates of Jefferies Finance LLC and its Affiliates.]

"Affiliate Lender": any Lender (whether individually or among its affiliates) that holds over 30% of the then outstanding voting securities having ordinary voting power of Holdings.

"Agent Fee Letter": the Agent Fee Letter dated as of [●], 2023, among the Borrower and the Administrative Agent.

"Agents": the collective reference to the Collateral Agent,the Administrative Agent, the Lead Arranger and the Bookrunner.

"Agreed Purposes": as defined in Section 10.14.

"Agreement": this Term Credit Agreement, as amended, restated, supplemented, waived or otherwise modified from time to time.

"Anti-Corruption Law": the United States Foreign Corrupt Practices Act of 1977, as amended, the Corruption of Public Foreign Officials Act (Canada), as amended, the U.K. Bribery Act 2010, or any applicable law or regulation implementing the OECD Convention on Combatting Bribery of Foreign Public Officials.

"Applicable Margin": (a) with respect to Initial Term Loans that are ABR Loans, 5.875% and (b) with respect to Initial Term Loans that are SOFR Loans, 6.875%.

"Applicable Premium": as defined in Section 2.10.

"Applicable Threshold Price": as defined in the definition of "Dutch Auction".

"Approved Fund": as defined in Section 10.6(b).

["Asset Sale": any Disposition of Property or exclusive licenses or series of related Dispositions of Property or exclusive licenses by the Borrower or any of its Subsidiaries [(a) under Section 7.5(e), (f), (k) or (p), or (b) not otherwise permitted under Section 7.5][2], in each case, which yields Net Cash Proceeds in excess of $20,000,000.]

"Assignee": as defined in Section 10.6(b).

[2] NTD: Subject to ongoing Lender review.

"Assignment and Assumption": an Assignment and Assumption, substantially in the form of Exhibit D or such other form reasonably acceptable to the Administrative Agent and the Borrower.

"Auction Amount": as defined in the definition of "Dutch Auction".

"Auction Assignment and Acceptance": as defined in the definition of "Dutch Auction".

"Auction Manager": the party appointed by the Required Lenders, which may be the Administrative Agent or another financial institution or advisor.

"Auction Notice": as defined in the definition of "Dutch Auction".

"Auction Offeror": as defined in the definition of "Dutch Auction".

"Available Amount": as at any date, an amount, not less than zero in the aggregate, determined on a cumulative basis equal to, without duplication:

(a) [reserved]; plus

(b) an amount (which amount shall not be less than zero) equal to 50% of the Consolidated Net Income of the Borrower for the period (taken as one accounting period) from [●], 2023 to the end of the Borrower's most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 6.1; plus

(c) [reserved]; plus

(d) (i) the cumulative amount of cash proceeds from (x) the sale of Capital Stock (other than Disqualified Capital Stock) of the Borrower or Holdings (y) capital contributions, in each case, after the Closing Date, which proceeds have been contributed as common equity to the capital of the Borrower and not previously applied for a purpose other than use in the Available Amount, in each case, other than any Excluded Contribution Amount, and (ii) Capital Stock (other than Disqualified Capital Stock) of Holdings or the Borrower issued upon conversion of Indebtedness (other than Indebtedness that is contractually subordinated to the Obligations in right of payment) of the Borrower or any Subsidiary owed to a person other than the Borrower or a Subsidiary not previously applied for a purpose other than use in the Available Amount; provided, that this clause (d) shall exclude sales of Capital Stock financed as contemplated by Section 7.7(g) and any amounts used to finance the payments or distributions in respect of any Junior Financing pursuant to Section 7.8; plus

(e) [reserved]; plus

(f) [reserved]; plus

(g) [reserved]; plus

(h) [reserved]; plus

(i) an amount equal to any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received in cash or Cash Equivalents by the Borrower or any of its Subsidiaries after the Closing Date in respect of any Investments made pursuant to Section 7.7(v)(ii); plus

(j) Declined Amounts not otherwise used to make any Investment, Restricted Payment or payment or distribution made in respect of any Junior Financing not from the Available Amount; minus

(k) any amounts thereof used to make Investments pursuant to Section 7.7(v)(ii) after the Closing Date prior to such time; minus

(l) the cumulative amount of Restricted Payments made pursuant to Section 7.6(b) prior to such time; minus

(m) any amount thereof used to make payments or distributions in respect of Junior Financings pursuant to Section 7.8(a)(i) (other than payments made with proceeds from the issuance of Capital Stock that were excluded from the calculation of the Available Amount pursuant to clause (d) above);

provided that, notwithstanding anything to the contrary, in no event shall the Restructuring Transactions (as defined in the Restructuring Plan) result in an increase of the Available Amount.

"Available Tenor": as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to clause (e) of Section 2.17.

"Bail-In Action": the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation": (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bankruptcy Code": Title 11, U.S.C., as now or hereafter in effect, or any successor thereto.

"Bankruptcy Court": as defined in the recitals hereto.

"Benchmark": initially, Term SOFR; provided that, if a replacement of the Benchmark has occurred pursuant to Section 2.17, then "Benchmark" shall mean the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.17.

"Benchmark Replacement": for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) the sum of: (a) Daily Simple SOFR and (b) the related Benchmark Replacement Adjustment;

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent [and the Borrower][3] as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in the applicable currency at such time and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment": with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent [and the Borrower] for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in the applicable currency at such time.

"Benchmark Replacement Date": the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event", the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable

[3] NTD: Subject to Agent review.

event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event": with respect to any Benchmark, the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period": with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.17 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.17.

"Beneficial Ownership Certification": a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation": 31 C.F.R. § 1010.230.

"Benefited Lender": as defined in Section 10.7(a).

"Board": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors": (a) with respect to a corporation or company, the board of directors of the corporation or company or any committee thereof duly authorized to act on behalf of such board; (b) with respect to a partnership, the board of directors of the general partner of the partnership, or any committee thereof duly authorized to act on behalf of such board or the board or committee of any Person serving a similar function; (c) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof or any Person or Persons serving a similar function; and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

"Bookrunner": Jefferies Finance LLC, in its capacity as sole bookrunner.

"Borrower": as defined in the preamble hereto.

"Borrower Materials": as defined in Section 10.2(c).

"Borrowing": Loans made, converted or continued on the same date and, in the case of SOFR Loans, as to which a single Interest Period is in effect.

"Borrowing Date": any Business Day specified by the Borrower as a date on which the Borrower requests the relevant Lenders to make Loans hereunder.

"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, (xiii) BrandCo White Shoulders 2020 LLC, a Delaware limited liability company and (xii) each other Subsidiary of BrandCo Cayman Holdings acquired, formed or otherwise existing after the Closing Date.

"BrandCo Cayman Holdings": Beautyge I, an exempted company incorporated in the Cayman Islands.

"BrandCo Entities": each BrandCo and BrandCo Cayman Holdings.

"BrandCo Permitted Liens": (a) Liens arising under law or pursuant to documentation governing permitted accounts in connection with each BrandCo's cash management in the ordinary course and (b) Liens on assets of the BrandCo Entities permitted pursuant to Section 7.3(y).

"Business": the business activities and operations of the Borrower and/or its Subsidiaries on the Closing Date, after giving effect to the Transactions.

"Business Day": any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the state where the Administrative Agent's office is located.

"Calculation Date": as defined in Section 1.3(a).

"Canadian Anti-Money Laundering & Anti-Terrorism Legislation": the Criminal Code (Canada), the Proceeds of Crime Act and any similar Canadian legislation, together with all rules, regulations and interpretations thereunder or related thereto.

"Canadian Bankruptcy and Insolvency Law": any federal or provincial Canadian law from time to time in effect relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtor, including the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), the Winding up and Restructuring Act (Canada), the Canada Business Corporations Act, the Business Corporations Act (Ontario) and any other applicable corporations legislation.

"Canadian Blocked Person": any Person whose property or interests in property are blocked or subject to blocking pursuant to, or as described in, any Canadian Economic Sanctions and Export Control Laws.

"Canadian Collateral Agreement": the Canadian Collateral Agreement, dated as of the Closing Date among Revlon Canada Inc., Elizabeth Arden (Canada) Limited, each other Grantor (as defined therein) from time to time party thereto and the Collateral Agent substantially in the form of Exhibit A-2, as the same may be amended, restated, supplemented, waived or otherwise modified from time to time.

"Canadian Defined Benefit Pension Plan": a Canadian Pension Plan which contains a "defined benefit provision," as defined in subsection 147.1(1) of the Income Tax Act (Canada).

"Canadian Economic Sanctions and Export Control Laws": any Canadian laws, regulations or orders governing transactions in controlled goods or technologies or dealings with countries, entities, organizations, or individuals subject to economic sanctions and similar measures, including, without limitation, the Special Economic Measures Act (Canada), the United Nations Act, (Canada), the Justice for Victims of Corrupt Foreign Officials Act (Canada), the Freezing Assets of Corrupt Foreign Officials Act (Canada), Part II.1 of the Criminal Code (Canada) and the Export and Import Permits Act (Canada), and any related regulations.

"Canadian Multiemployer Plan": a Canadian Pension Plan that constitutes a "multi-employer pension plan," as defined in Section 8500(i) of the Income Tax Regulations (Canada).

"Canadian Pension Plans": a "registered pension plan", as that term is defined in subsection 248(1) of the Income Tax Act (Canada) which is sponsored, administered or contributed to, or required to be contributed to, by any Loan Party or under which any Loan Party has any actual or potential liability.

"Capital Expenditures": for any period, with respect to any Person, (a) the additions to property, plant and equipment (including replacements, capitalized repairs and improvements during such period) which are required to be capitalized under GAAP on a balance sheet of such Person, and other capital expenditures of such Person that are (or should be) set forth in a consolidated statement of cash flows of the Borrower for such period prepared in accordance with GAAP and (b) Capital Lease Obligations incurred by such Person; provided, that in any event the term "Capital Expenditures" shall exclude: (i) any Permitted Acquisition and any other Investment permitted hereunder; (ii) any expenditures to the extent financed with any Reinvestment Deferred Amount or the proceeds of any Disposition or Recovery Event that are not required to be applied to prepay Term Loans; (iii) expenditures for leasehold improvements for which such Person is reimbursed in cash or receives a credit; (iv) capital expenditures to the extent they are made with the proceeds of equity contributions (other than in respect of Disqualified Capital Stock) made to the Borrower after the Closing Date; (v) capitalized interest in respect of operating or capital leases; (vi) the book value of any asset owned to the extent such book value is included as a capital expenditure as a

result of reusing or beginning to reuse such asset during such period without a corresponding expenditure actually having been made in such period; and (vii) any non-cash amounts reflected as additions to property, plant or equipment on such Person's consolidated balance sheet.

"Capital Lease Obligations": as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal Property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP, provided, that for the purposes of this definition, "GAAP" shall mean generally accepted accounting principles in the United States as in effect on [December 15, 2018].

"Capital Stock": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, and any and all equivalent ownership interests in a Person (other than a corporation).

"Cash Equivalents":

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or Canada (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America or Canada, as applicable), in each case maturing within 18 months from the date of acquisition thereof;

(b) certificates of deposit, time deposits and eurodollar time deposits with maturities of 18 months or less from the date of acquisition, bankers' acceptances with maturities not exceeding 18 months and overnight bank deposits, in each case, with any domestic commercial bank having capital and surplus at the date of acquisition thereof in excess of $250,000,000;

(c) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clauses (a) and (b) above entered into with any financial institution meeting the qualifications specified in clause (b) above;

(d) commercial paper having a rating of at least A-1 from S&P or P-1 from Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another rating agency) and maturing within 18 months after the date of acquisition and Indebtedness and preferred stock issued by Persons with a rating of "A" or higher from S&P or "A2" or higher from Moody's with maturities of 18 months or less from the date of acquisition;

(e) readily marketable direct obligations issued by or directly and fully guaranteed or insured by any state of the United States or any political subdivision thereof or any province of Canada or any public instrumentality thereof having one of the two highest rating categories obtainable from either Moody's or S&P with maturities of 18 months or less from the date of acquisition;

(f) marketable short-term money market and similar securities having a rating of at least P-1 or A-1 from Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another rating agency) and in each case maturing within 18 months after the date of creation or acquisition thereof;

(g) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated AA- (or the equivalent thereof) or better by S&P or Aa3 (or the equivalent thereof) or better by Moody's;

(h) (x) such local currencies in those countries in which the Borrower and its Subsidiaries transact business from time to time in the ordinary course of business and (y) investments of comparable tenor and credit quality to those described in the foregoing clauses (a) through (g) or otherwise customarily utilized in countries in which the Borrower and its Subsidiaries operate for short term cash management purposes; and

(i) Investments in funds which invest substantially all of their assets in Cash Equivalents of the kinds described in clauses (a) through (h) of this definition.

"Cash Management Obligations": obligations in respect of any overdraft or other liabilities arising from treasury, depository and cash management services, credit or debit card, or any automated clearing house transfers of funds.

"Certificated Security": as defined in the Guarantee and Collateral Agreement or the Canadian Collateral Agreement, as the context may require.

"Chapter 11 Cases": as defined in the recitals hereto.

"Charges": as defined in Section 10.20.

"Chattel Paper": as defined in the Guarantee and Collateral Agreement or the Canadian Collateral Agreement, as the context may require.

"Closing Date": [●], 2023.

"Code": the Internal Revenue Code of 1986, as amended from time to time (unless otherwise indicated).

"Collateral": all the "Collateral" as defined in any Security Document and all other property that is subject to any Lien in favor of the Secured Parties and/or the Administrative Agent or the Collateral Agent for the benefit of the Secured Parties to secure the Obligations pursuant to any Security Document.

"Collateral Agent": [●], in its capacity as collateral agent for the Secured Parties under the Security Documents and any of its successors and permitted assigns in such capacity in accordance with Section 9.9.

"Commitment": as to any Lender, its Initial Term Commitment.

"Committed Loan Notice": a request by the Borrower in accordance with the terms of Section 2.2 and substantially in the form of Exhibit E or another form approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent).

"Committed Reinvestment Amount": as defined in the definition of "Reinvestment Prepayment Amount".

"Commodity Exchange Act": the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Commonly Controlled Entity": an entity, whether or not incorporated, that is under common control with any Loan Party within the meaning of Section 4001 of ERISA or is part of a group that includes any Loan Party and that is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

"Company": as defined in the preamble hereto.

"Company Tax Sharing Agreement": the Tax Sharing Agreement, dated as of the Closing Date, among Holdings, the Company, certain of its Subsidiaries and Mafco, as amended, supplemented or otherwise modified from time to time in accordance with the provisions of Section 7.15.

"Compliance Certificate": a certificate duly executed by a Responsible Officer substantially in the form of Exhibit B or such other form reasonably acceptable to the Administrative Agent and the Borrower.

"Confidential Information": as defined in Section 10.14.

"Confirmation Order": [●].

"Conforming Changes" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 2.21 and other technical, administrative or operational matters) that the Administrative Agent decides [in its reasonable discretion] may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides [in its reasonable discretion] that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines [in its reasonable discretion and in consultation with the Borrower] that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).[4]

"Consolidated Current Assets": with respect to any Person at any date, in accordance with GAAP, the total consolidated current assets on a consolidated balance sheet of such Person and its Subsidiaries *less* any cash and Cash Equivalents.

"Consolidated Current Liabilities": with respect to any Person at any date, in accordance with GAAP, the total current liabilities on a consolidated balance sheet of such Person and its Subsidiaries *less* any short-term borrowings and the current portion of any long-term Indebtedness.

["Consolidated EBITDA": of any Person for any period, shall mean the Consolidated Net Income of such Person and its Subsidiaries for such period plus, without duplication and, if applicable,

[4] NTD: Subject to Agent review.

except with respect to clauses (f) and (s) of this definition, to the extent deducted in calculating such Consolidated Net Income for such period, the sum of:

(a) provisions for taxes based on income (or similar taxes in lieu of income taxes), profits, capital (or equivalents), including federal, foreign, state, local, franchise, excise and similar taxes and foreign withholding taxes paid or accrued during such period (including penalties and interest related to taxes or arising from tax examinations);

(b) Consolidated Net Interest Expense and, to the extent not reflected in such Consolidated Net Interest Expense, any net losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk or foreign exchange rate risk, amortization or write-off of debt discount and debt issuance costs and commissions, premiums, discounts and other fees and charges associated with Indebtedness (including commitment, letter of credit and administrative fees and charges with respect to the Facilities, the ABL Facility [and the Foreign ABTL Facility]);

(c) depreciation and amortization expense and impairment charges (including deferred financing fees, original issue discount, amortization of convertible notes and other convertible debt instruments, capitalized software expenditures, amortization of intangibles (including goodwill), organization costs and amortization of unrecognized prior service costs, and actuarial losses related to pensions, and other post-employment benefits);

(d) all management, monitoring, consulting and advisory fees, and due diligence expense and other transaction fees and expenses and related expenses paid (or any accruals related to such fees or related expenses) (including by means of a dividend) during such period up to an amount not to exceed $[10,000,000] in such period;

(e) Subject to the Shared EBITDA Cap, any extraordinary, unusual or non-recurring charges, expenses or losses (including (x) losses on sales of assets outside of the ordinary course of business, (y) restructuring and integration costs or reserves, including any retention and severance costs, costs associated with office and facility openings, closings and consolidations, relocation costs, contract termination costs, future lease commitments, excess pension charges and other non-recurring business optimization expenses and legal and settlement costs, and (z) any expenses in connection with the Transactions);

(f) to the extent covered by insurance and actually reimbursed, or, so long as such person has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is (x) not denied by the applicable carrier in writing within 180 days and (y) in fact reimbursed within 365 days following the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within such 365 days), expenses with respect to liability or casualty events or business interruption;

(g) [reserved];

(h) transaction costs, fees and expenses (other than in respect of the Transactions) (in each case whether or not any transaction is actually consummated) (including those with respect to any amendments or waivers of the Loan Documents, the ABL Documents [or the Foreign ABTL Documents], and those payable in connection with the sale of Capital Stock, recapitalization, the incurrence of Indebtedness permitted by Section 7.2, transactions permitted by Section 7.4,

Dispositions permitted by Section 7.5, or any Permitted Acquisition or other Investment permitted by Section 7.7);

(i) accruals and reserves that are established or adjusted within twelve months after the Closing Date and that are so required to be established or adjusted in accordance with GAAP or as a result of adoption or modification of accounting policies;

(j) all costs and expenses incurred in defending, settling and compromising any pending or threatened litigation claim, action or legal dispute up to an amount not to exceed $[15,000,000] in such period;

(k) charges, losses, lost profits, expenses or write-offs to the extent indemnified or insured by a third party, including expenses covered by indemnification provisions in connection with the Transactions, a Permitted Acquisition or any other acquisition or Investment permitted by Section 7.7, in each case, to the extent that coverage has not been denied (other than any such denial that is being contested by the Borrower and/or its Subsidiaries in good faith) and so long as such amounts are actually reimbursed to such Person and its Subsidiaries in cash within one year after the related amount is first added to Consolidated EBITDA pursuant to this clause (k) (and to the extent not so reimbursed within one year, such amount not reimbursed shall be deducted from Consolidated EBITDA during the next measurement period); it being understood that such amount may subsequently be included in Consolidated EBITDA in a measurement period to the extent of amounts actually reimbursed;

(l) costs of surety bonds of such Person and its Subsidiaries in connection with financing activities;

(m) costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith;

(n) any fees, expenses and other transaction costs (whether or not such transactions were consummated) which are incurred through [●], 202[●] in connection with fresh start accounting, the Chapter 11 Cases, the Transactions, the Restructuring Plan and the transactions contemplated thereby;

(o) earn-out, contingent compensation and similar obligations incurred in connection with any acquisition or other investment and paid (if not previously accrued) or accrued;

(p) net realized losses relating to mark-to-market of amounts denominated in foreign currencies resulting from the application of FASB ASC 830 (including net realized losses from exchange rate fluctuations on intercompany balances and balance sheet items, net of realized gains from related Hedge Agreements);

(q) subject to the Shared EBITDA Cap, costs, charges, accruals, reserves or expenses attributable to cost savings initiatives, operating expense reductions, transition, opening and pre-opening expenses, business optimization, management changes, restructurings and integrations (including inventory optimization programs, software and other intellectual property development costs, costs related to the closure or consolidation of facilities and curtailments, costs related to entry into new markets, consulting fees, signing costs, retention or completion bonuses, relocation expenses, severance payments, and modifications to pension and post-retirement employee benefit

plans, new systems design and implementation costs and project startup costs) or other fees relating to any of the foregoing;

(r) (i) any net realized loss resulting from fair value accounting required by FASB ASC 815 (including as a result of the mark-to-market of obligations of Hedge Agreements and other derivative instruments), (ii) any net realized loss resulting in such period from currency translation losses related to currency re-measurements of Indebtedness and (iii) the amount of loss resulting in such period from a sale of receivables, payment intangibles and related assets in connection with a receivables financing; and

(s) cash receipts (or any netting arrangements resulting in reduced cash expenses) not included in Consolidated EBITDA in any period to the extent non-cash gains relating to such receipts were deducted in the calculation of Consolidated EBITDA pursuant to the below for any previous period and not added back,

minus, to the extent reflected as income or a gain in the statement of such Consolidated Net Income for such period, the sum, without duplication, of:

(A) the amount of cash received in such period in respect of any non-cash income or gain in a prior period (to the extent such non-cash income or gain previously increased Consolidated Net Income in a prior period);

(B) net realized gains relating to mark-to-market of amounts denominated in foreign currencies resulting from the application of FASB ASC 830 (including net realized gains from exchange rate fluctuations on intercompany balances and balance sheet items, net of realized losses from related Hedge Agreements);

(C) (i) any net realized gain resulting from fair value accounting required by FASB ASC 815 (including as a result of the mark-to-market of obligations of Hedge Agreements and other derivative instruments), (ii) any net realized gain resulting in such period from currency translation gains related to currency re-measurements of Indebtedness and (iii) the amount of gain resulting in such period from a sale of receivables, payment intangibles and related assets in connection with a receivables financing; and

(D) any (i) extraordinary, unusual or non-recurring income or gains (including gains on sales of assets outside of the ordinary course of business) and (ii) actuarial gains;

provided, that for purposes of calculating Consolidated EBITDA of the Borrower and its Subsidiaries for any period, the Consolidated EBITDA of any Person or Properties constituting a division or line of business of any business entity, division or line of business, in each case, acquired by Holdings, the Borrower or any of the Subsidiaries during such period and assuming any synergies and other operating improvements to the extent determined by the Borrower in good faith to be reasonably anticipated to be realizable within 12 months following such acquisition, or of any Subsidiary designated as a Subsidiary during such Period, shall be included on a pro forma basis for such period (but assuming the consummation of such acquisition or such designation, as the case may be, occurred on the first day of such period) subject to the Shared EBITDA Cap. With respect to each joint venture or minority investee of the Borrower or any of its Subsidiaries, for purposes of calculating Consolidated EBITDA, the amount of EBITDA (calculated in accordance with this definition) attributable to such joint venture or minority investee, as applicable, that shall be counted for such purposes (without duplication of amounts already included in Consolidated Net Income) shall equal the product of (x) the Borrower's or such Subsidiary's direct and/or indirect percentage ownership of such joint venture or minority investee and (y) the EBITDA (calculated in accordance with

this definition) of such joint venture or minority investee, in each case to the extent such Borrower or Subsidiary actually receives any such dividends, return of capital or similar distributions during such period and not in excess thereof.

Unless otherwise qualified, all references to "Consolidated EBITDA" in this Agreement shall refer to Consolidated EBITDA of the Borrower.][5]

"Consolidated Net First Lien Leverage": at any date, (a) the aggregate principal amount of all senior secured Funded Debt of the Borrower and its Subsidiaries on such date that is secured by a lien on the Collateral (unless the lien securing such Funded Debt is junior or subordinated to the liens of both the Lenders and the lenders under the ABL Facility Agreement), minus (b) Unrestricted Cash of the Loan Parties on such date, in each case determined on a consolidated basis in accordance with GAAP.

"Consolidated Net First Lien Leverage Ratio": as of any date of determination, the ratio of (a) Consolidated Net First Lien Leverage on such date to (b) Consolidated EBITDA of the Borrower and its Subsidiaries for the most recently ended Test Period.

"Consolidated Net Income": of any Person for any period, the consolidated net income (or loss) of such Person and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP; provided, that in calculating Consolidated Net Income of the Borrower and its consolidated Subsidiaries for any period:

(a) the income (or loss) of any Person accrued prior to the date it becomes a Subsidiary or is merged into, amalgamated or consolidated with the Borrower or any of its Subsidiaries shall be excluded;

(b) the income (or loss) of any Person that is not a subsidiary of such Person, or that is accounted for by the equity method of accounting shall be excluded, except to the extent of dividends, return of capital or similar distributions actually received by such Person or its Subsidiaries (which dividends, return of capital and distributions shall be included in the calculation of Consolidated Net Income);

(c) (i) any net unrealized gains and losses resulting from fair value accounting required by FASB ASC 815 (including as a result of the mark-to-market of obligations of Hedge Agreements and other derivative instruments) and (ii) any net unrealized gains and losses resulting in such period from currency translation losses (or similar charges) related to currency re-measurements of Indebtedness or other liabilities or from currency fluctuations, in each case shall be excluded;

(d) any net unrealized gains and losses relating to mark-to-market of amounts denominated in foreign currencies resulting from the application of FASB ASC 830 (including net unrealized gain and losses from exchange rate fluctuations on intercompany balances and balance sheet items) shall be excluded;

(e) the cumulative effect of a change in accounting principles during such period shall be excluded;

[5] NTD: Definition subject to review.

(f) non-cash interest expense resulting from the application of Accounting Standards Codification Topic 470-20 "Debt—Debt with Conversion Options—Recognition" shall be excluded;

(g) any charges resulting from the application of FASB ASC 805 "Business Combinations," FASB ASC 350 "Intangibles—Goodwill and Other," FASB ASC 360-10-35-15 "Impairment or Disposal of Long-Lived Assets," FASB ASC 480-10-25-4 "Distinguishing Liabilities from Equity—Overall—Recognition" or FASB ASC 820 "Fair Value Measurements and Disclosures" shall be excluded;

(h) effects of purchase accounting adjustments (including the effects of such adjustments pushed down to such person and its subsidiaries) in component amounts required or permitted by GAAP, resulting from the application of purchase accounting or the amortization or write-off of any amounts thereof, net of taxes, shall be excluded;

(i) any income (or loss) for such period attributable to the early extinguishment or buy-back of indebtedness, Hedge Agreements or other derivative instruments shall be excluded;

(j) any non-cash charges for deferred tax asset valuation allowances shall be excluded;

(k) any other non-cash charges (including goodwill or asset impairment charges), expenses or losses, including write-offs and write-downs (including in respect of unamortized debt issuance costs and deferred financing fees) and any non-cash cost related to the termination of any employee pension benefit plan (except to the extent such charges, expenses or losses represent an accrual of or reserve for cash expenses in any future period or an amortization of a prepaid cash expense paid in a prior period) shall be excluded;

(l) non-cash stock-based and other equity-based compensation expenses (including those realized or resulting from stock option plans, employee benefit plans, post-employment benefit plans, grants of sales of stock, stock appreciation or similar rights, stock options, restricted stock, preferred stock or other rights) shall be excluded;

(m) the Transaction Costs shall be excluded;

(n) any losses in respect of equity earnings for such period (other than in respect of losses from equity in affiliates) shall be excluded; and

(o) the consolidated net income (or loss) of any Person or Properties constituting a division or line of business of any business entity, division or line of business or fixed asset, in each case, Disposed of, abandoned, closed or discontinued by Holdings, the Borrower or any of the Subsidiaries during such period other than in the ordinary course of business, shall be excluded for such period (assuming the consummation of such Disposition or such designation, as the case may be, occurred on the first day of such period).

Unless otherwise qualified, all references to "Consolidated Net Income" in this Agreement shall refer to Consolidated Net Income of the Borrower.

"Consolidated Net Interest Expense": of any Person for any period, (a) the sum of (i) total cash interest expense (including that attributable to Capital Lease Obligations) of such Person and its Subsidiaries for such period with respect to all outstanding Indebtedness of such Person and its Subsidiaries, plus (ii) all cash dividend payments (excluding items eliminated in consolidation) on any series of

Disqualified Capital Stock of such Person made during such period, minus (b) the sum of (i) total cash interest income of such Person and its Subsidiaries for such period (excluding any interest income earned on receivables due from customers), in each case determined in accordance with GAAP, plus (ii) any one time financing fees (to the extent included in such Person's consolidated interest expense for such period), including, with respect to the Borrower, those paid in connection with the Loan Documents or in connection with any amendment thereof. Unless otherwise qualified, all references to "Consolidated Net Interest Expense" in this Agreement shall refer to Consolidated Net Interest Expense of the Borrower and its Subsidiaries. For purposes of the foregoing, interest expense shall be determined after giving effect to any net payments actually made or received by the Borrower or any Subsidiary with respect to interest rate Hedge Agreements.

"Consolidated Net Secured Leverage": at any date, (a) the aggregate principal amount of all senior secured Funded Debt of the Borrower and its Subsidiaries on such date, minus (b) Unrestricted Cash of the Loan Parties on such date, in each case determined on a consolidated basis in accordance with GAAP.

"Consolidated Net Secured Leverage Ratio": as of any date of determination, the ratio of (a) Consolidated Net Secured Leverage on such date to (b) Consolidated EBITDA of the Borrower and its Subsidiaries for the most recently ended Test Period.

"Consolidated Net Total Leverage": at any date, (a) the aggregate principal amount of all Funded Debt of the Borrower and its Subsidiaries on such date, minus (b) Unrestricted Cash of the Loan Parties on such date, in each case determined on a consolidated basis in accordance with GAAP.

"Consolidated Net Total Leverage Ratio": as of any date of determination, the ratio of (a) Consolidated Net Total Leverage on such date to (b) Consolidated EBITDA of the Borrower and its Subsidiaries for the most recently ended Test Period.

"Consolidated Total Assets": at any date, the total assets of the Borrower and its Subsidiaries, determined on a consolidated basis in accordance with GAAP, as shown on the consolidated balance sheet of the Borrower and its Subsidiaries for the most recently completed fiscal quarter for which financial statements have been delivered pursuant to Section 6.1, or prior to the first such delivery, delivered under Section 5.1(r), determined on a pro forma basis.

"Consolidated Working Capital": at any date, the difference of (a) Consolidated Current Assets on such date minus (b) Consolidated Current Liabilities on such date; provided, that, for purposes of calculating Excess Cash Flow, increases or decreases in Consolidated Working Capital shall be calculated without regard to changes in the working capital balance as a result of non-cash increases or decreases thereof that will not result in future cash payments or receipts or cash payments or receipts in any previous period, in each case, including any changes in Consolidated Current Assets or Consolidated Current Liabilities as a result of (i) any reclassification in accordance with GAAP of assets or liabilities, as applicable, between current and noncurrent, (ii) the effects of purchase accounting and (iii) the effect of fluctuations in the amount of accrued or contingent obligations, assets or liabilities under Hedge Agreements.

"Contractual Obligation": as to any Person, any provision of any security issued by such Person or of any written or recorded agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

"Corresponding Tenor": with respect to any Available Tenor, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Daily Simple SOFR": for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

"Debt Fund Affiliate" means any Affiliate of a Person that is primarily engaged in, or advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit or securities in the ordinary course and with respect to which such Person does not, directly or indirectly, possess the power to direct or cause the direction of the investment policies of such Affiliate.

"Debtor Relief Laws": the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect, including Canadian Bankruptcy and Insolvency Laws.

"Debtors": as defined in the recitals hereto.

"Declined Amount": as defined in Section 2.12(f).

"Default": any of the events specified in Section 8.1, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Defaulting Lender": any Lender that (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans or (ii) pay over to any Loan Party any other amount required to be paid by it hereunder, unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, (b) has notified the Administrative Agent or the Borrower in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after request by the Administrative Agent or the Borrower, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans under this Agreement, unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable Default or Event of Default, shall be specifically identified in such writing) has not been satisfied; *provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent's or the Borrower's, as applicable, receipt of such certification in form and substance satisfactory to the Borrower or the

Administrative Agent, as applicable, or (d) has become, or is a direct or indirect Subsidiary of any Person that is, the subject of (i) a Bail-In Action or (ii) a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business or assets appointed for it, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such capacity, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment; *provided* that, none of the foregoing events or circumstances under this clause (ii) shall result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, unless such ownership interest results in or provides such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of the foregoing clauses shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender.

"Designated Jurisdiction": any country or territory that is the target of comprehensive Sanctions (as of the date of this Agreement, Iran, Syria, Cuba, North Korea, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, and the Crimea and non-government controlled areas of the Zaporizhzhia and Kherson regions of Ukraine).

"Designated Non-cash Consideration": the Fair Market Value of non-cash consideration received by the Borrower or one of its Subsidiaries in connection with a Disposition that is so designated as Designated Non-cash Consideration pursuant to an officer's certificate, setting forth the basis of such valuation, less the amount of cash and Cash Equivalents received in connection with a subsequent sale of such Designated Non-cash Consideration within 180 days of receipt thereof.

"Designation Date": as defined in Section 2.26(f).

"Disclosure Statement Date": the date of approval by the Bankruptcy Court of the disclosure statement delivered in connection with the Restructuring Plan, which date is September 20, 2022.

"Discount Range": as defined in the definition of "Dutch Auction".

"Disinterested Director": as defined in Section 7.9.

"Disposition": with respect to any Property, any sale, sale and leaseback (or similar license arrangement), assignment, conveyance, transfer, exclusive license or other disposition thereof, in each case, to the extent the same constitutes a complete sale, sale and leaseback (or similar license arrangement), assignment, conveyance, transfer or other disposition, as applicable. The terms "Dispose" and "Disposed of" shall have correlative meanings.

"Disqualified Capital Stock": Capital Stock that (a) requires the payment of any dividends (other than dividends payable solely in shares of Qualified Capital Stock), (b) matures or is mandatorily redeemable or subject to mandatory repurchase or redemption or repurchase at the option of the holders thereof (other than solely for Qualified Capital Stock), in each case in whole or in part and whether upon the occurrence of any event, pursuant to a sinking fund obligation on a fixed date or otherwise (including as the result of a failure to maintain or achieve any financial performance standards) or (c) are convertible or exchangeable, automatically or at the option of any holder thereof, into any Indebtedness, Capital Stock or other assets other than Qualified Capital Stock, in the case of each of clauses (a), (b) and (c), prior to the

date that is 91 days after the Latest Maturity Date in effect on the date such Capital Stock is issued (other than (i) upon payment in full of the Obligations (other than indemnification and other contingent obligations not yet due and owing) or (ii) upon a "change in control"; provided, that any payment required pursuant to this clause (ii) is subject to the prior repayment in full of the Obligations (other than indemnification and other contingent obligations not yet due and owing) that are then accrued and payable and the termination of the Commitments); provided, further, however, that if such Capital Stock is issued to any employee or to any plan for the benefit of employees of Holdings, the Borrower or the Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by Holdings, the Borrower or a Subsidiary in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability.

["Disqualified Institution": (i) those institutions identified by the Borrower in writing to the Administrative Agent prior to the Closing Date and (ii) business competitors of Holdings and its Subsidiaries identified by Borrower in writing to the Administrative Agent from time to time and, in the case of clauses (i) and (ii) any known Affiliates readily identifiable by name (other than, in the case of cause (ii), any Debt Fund Affiliates). A list of the Disqualified Institutions will be posted by the Administrative Agent on the Platform and available for inspection by all Lenders. Any designation of Disqualified Institutions by the Borrower at any time after the Closing Date in accordance with the foregoing shall not apply retroactively to disqualify any Person that has previously acquired an assignment or participation interest in any Facility.]

"Do not have Unreasonably Small Capital": the Borrower and its Subsidiaries taken as a whole after consummation of the Transactions is a going concern and has sufficient capital to reasonably ensure that it will continue to be a going concern for the period from the Closing Date through the Latest Maturity Date.

"Dollars" and "$": dollars in lawful currency of the United States.

"Domestic Subsidiary": any direct or indirect Subsidiary that (i) is organized under the laws of any jurisdiction within the United States and (ii) is not a direct or indirect Subsidiary of a Foreign Subsidiary; provided that, for all purposes of this Agreement and the other Loan Documents, each BrandCo Entity shall be treated as a Domestic Subsidiary.

"Dutch Auction": an auction whereby any Lender may, at any time, assign all or a portion of its Term Loans on a non-pro rata basis to Holdings or one of its Subsidiaries (the "Auction Offeror") in accordance with the procedures set forth below or such other procedures as may be agreed between the Administrative Agent and the Borrower from time to time, pursuant to an offer made available to all Lenders on a pro rata basis, subject to the limitations set forth in Section 10.6(h):

(a) Notice Procedures. In connection with each Dutch Auction, the Auction Offeror will notify the Auction Manager (for distribution to the Lenders) of the Term Loans that will be the subject of the Dutch Auction by delivering to the Auction Manager a written notice in form and substance reasonably satisfactory to the Auction Manager (an "Auction Notice"). Each Auction Notice shall contain (i) the maximum principal amount of Term Loans the Auction Offeror is willing to purchase (by assignment) in the Dutch Auction (the "Auction Amount"), which shall be no less than $10,000,000 or an integral multiple of $1,000,0000 in excess of thereof, (ii) the range of discounts to par (the "Discount Range"), expressed as a range of prices per $1,000 of Term Loans, at which the Auction Offeror would be willing to purchase Term Loans in the Dutch Auction and (iii) the date on which the Dutch Auction will conclude, on which date Return Bids (as defined below) will be due at the time provided in the Auction Notice (such time, the "Expiration Time"), as such date and time may be extended upon notice by the Auction Offeror to the Auction Manager

not less than 24 hours before the original Expiration Time. The Auction Manager will deliver a copy of the auction procedures documentation (the "Offer Documents") for such Dutch Auction to each Lender promptly following completion thereof.

(b) Reply Procedures. In connection with any Dutch Auction, each Lender holding Term Loans wishing to participate in such Dutch Auction shall, prior to the Expiration Time, provide the Auction Manager with a notice of participation in form and substance reasonably satisfactory to the Auction Manager (the "Return Bid") to be included in the Offer Documents, which shall specify (i) a discount to par that must be expressed as a price per $1,000 of Term Loans (the "Reply Price") within the Discount Range and (ii) the principal amount of Term Loans, in an amount not less than $2,000,000, that such Lender is willing to offer for sale at its Reply Price (the "Reply Amount"); *provided* that each Lender may submit a Reply Amount that is less than the minimum amount and incremental amount requirements described above only if the Reply Amount equals the entire amount of the Term Loans held by such Lender at such time. A Lender may only submit one Return Bid per Dutch Auction, but each Return Bid may contain up to three component bids (or such other amount as may be determined by the Auction Manager), each of which may result in a separate Qualifying Bid (as defined below) and each of which will not be contingent on any other component bid submitted by such Lender resulting in a Qualifying Bid. In addition to the Return Bid, a participating Lender must execute and deliver, to be held by the Auction Manager, an assignment and acceptance in the form included in the Offer Documents which shall be in form and substance reasonably satisfactory to the Auction Manager (the "Auction Assignment and Acceptance"). The Auction Offeror will not purchase any Term Loans at a price that is outside of the applicable Discount Range, nor will any Return Bids (including any component bids specified therein) submitted at a price that is outside such applicable Discount Range be considered in any calculation of the Applicable Threshold Price (as defined below).

(c) Acceptance Procedures. Based on the Reply Prices and Reply Amounts received by the Auction Manager, the Auction Manager, in consultation with the Auction Offeror, will calculate the lowest purchase price (the "Applicable Threshold Price") for the Dutch Auction within the Discount Range for the Dutch Auction that will allow the Auction Offeror to complete the Dutch Auction by purchasing the full Auction Amount (or such lesser amount of Term Loans for which the Auction Manager has received Qualifying Bids). If the Applicable Threshold Price is not equal to the lowest Reply Price received pursuant to the Return Bids, the Auction Offeror shall be entitled, at its election, to either (i) complete the Dutch Auction at the Applicable Threshold Price or (ii) withdraw the Dutch Auction. In the case of clause (i) above, the Auction Offeror shall purchase (by assignment) Term Loans from each Lender whose Return Bid is within the Discount Range and contains a Reply Price that is equal to or less than the Applicable Threshold Price (each, a "Qualifying Bid"). All Term Loans included in Qualifying Bids received at a Reply Price lower than the Applicable Threshold Price will be purchased at a purchase price equal to the applicable Reply Price and shall not be subject to proration. If a Lender has submitted a Return Bid containing multiple component bids at different Reply Prices, then all Term Loans of such Lender offered in any such component bid that constitutes a Qualifying Bid with a Reply Price lower than the Applicable Threshold Price shall also be purchased at a purchase price equal to the applicable Reply Price and shall not be subject to proration.

(d) Proration Procedures. In the case of clause (c)(i) above, all Term Loans offered in Return Bids (or, if applicable, any component bid thereof) constituting Qualifying Bids equal to the Applicable Threshold Price will be purchased at a purchase price equal to the Applicable Threshold Price; *provided* that if the aggregate principal amount of all Term Loans for which Qualifying Bids have been submitted in any given Dutch Auction equal to the Applicable Threshold Price would exceed the remaining portion of the Auction Amount (after deducting all Term Loans

purchased below the Applicable Threshold Price), the Borrower shall purchase the Term Loans for which the Qualifying Bids submitted were at the Applicable Threshold Price ratably based on the respective principal amounts offered and in an aggregate amount up to the amount necessary to complete the purchase of the Auction Amount. For the avoidance of doubt, no Return Bids (or any component thereof) will be accepted above the Applicable Threshold Price.

(e) Notification Procedures. The Auction Manager will calculate the Applicable Threshold Price no later than the third Business Day after the date that the Return Bids were due. The Auction Manager will insert the amount of Term Loans to be assigned and the applicable settlement date determined by the Auction Manager in consultation with the Auction Offeror onto each applicable Auction Assignment and Acceptance received in connection with a Qualifying Bid. Upon written request of the submitting Lender, the Auction Manager will promptly return any Auction Assignment and Acceptance received in connection with a Return Bid that is not a Qualifying Bid.

(f) Additional Procedures.

(i) Once initiated by an Auction Notice, the Auction Offeror may withdraw a Dutch Auction by written notice to the Auction Manager (x) in the circumstances described in clause (c)(i) above or (y) no later than 24 hours before the original Expiration Time so long as no Qualifying Bids have been received by the Auction Manager at or prior to the time the Auction Manager receives such written notice from the Auction Offeror. Any Return Bid (including any component bid thereof) delivered to the Auction Manager may not be modified, revoked, terminated or cancelled; *provided* that a Lender may modify a Return Bid at any time prior to the Expiration Time solely to reduce the Reply Price included in such Return Bid. However, a Dutch Auction shall become void if the Auction Offeror fails to satisfy one or more of the conditions to the purchase of Term Loans set forth in, or to otherwise comply with the provisions of Section 10.6 of this Agreement. The purchase price for all Term Loans purchased in a Dutch Auction shall be paid in cash by the Auction Offeror directly to the respective assigning Lender on a settlement date as determined by the Auction Manager in consultation with the Auction Offeror (which shall be no later than ten (10) Business Days after the date Return Bids are due), along with accrued and unpaid interest (if any) on the applicable Term Loans up to the settlement date. The Auction Offeror shall execute each applicable Auction Assignment and Acceptance received in connection with a Qualifying Bid.

(ii) All questions as to the form of documents and validity and eligibility of Term Loans that are the subject of a Dutch Auction will be determined by the Auction Manager, in consultation with the Auction Offeror, and the Auction Manager's determination will be conclusive, absent manifest error. The Auction Manager's interpretation of the terms and conditions of the Offer Document, in consultation with the Auction Offeror, will be final and binding.

(iii) None of the Auction Manager, any other Agent or any of their respective Affiliates assumes any responsibility for the accuracy or completeness of the information concerning Holdings, its Subsidiaries or any of their Affiliates contained in the Offer Documents or otherwise or for any failure to disclose events that may have occurred and may affect the significance or accuracy of such information.

(iv) The Auction Manager acting in its capacity as such under a Dutch Auction shall be entitled to the benefits of the provisions of Section 9 and Section 10.5 of this

Agreement to the same extent as if each reference therein to the "Loan Documents" were a reference to the Offer Documents, the Auction Notice and Auction Assignment and Acceptance and each reference therein to the "Transactions" were a reference to the transactions contemplated hereby.

(v) The procedures listed in clauses (a) through (f) above shall not require Holdings or any of its Subsidiaries to initiate any Dutch Auction, nor shall any Lender be obligated to participate in any Dutch Auction.

"EEA Financial Institution": (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country": any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority": any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Environmental Laws": any and all laws, rules, orders, regulations, statutes, ordinances, codes or decrees (including principles of common law) of any international authority, foreign government, the United States, or any state, provincial, local, municipal or other Governmental Authority, regulating, relating to or imposing liability or standards of conduct concerning pollution, the preservation or protection of the environment, natural resources or human health and safety (as related to Releases of or exposure to Materials of Environmental Concern), as have been, are now, or at any time hereafter are, in effect.

"Environmental Liability": any liability, claim, action, suit, judgment or order under or relating to any Environmental Law for any damages, injunctive relief, losses, fines, penalties, fees, expenses (including reasonable fees and expenses of attorneys and consultants) or costs, whether contingent or otherwise, to the extent arising from or relating to: (a) non-compliance with any Environmental Law or any permit, license or other approval required thereunder, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Materials of Environmental Concern, (c) exposure to any Materials of Environmental Concern, (d) the Release or threatened Release of any Materials of Environmental Concern, (e) any investigation, remediation, removal, clean-up or monitoring required under Environmental Laws or required by a Governmental Authority (including without limitation Governmental Authority oversight costs that the party conducting the investigation, remediation, removal, clean-up or monitoring is required to reimburse) or (f) any contract, agreement or other consensual arrangement pursuant to which any Environmental Liability under clause (a) through (e) above is assumed or imposed.

"Equity Issuance": any issuance by the Borrower or any Subsidiary of its Capital Stock in a public or private offering.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time.

"Escrow Entity": any direct or indirect Subsidiary of the Borrower formed solely for the purposes of issuing any bonds, notes, term loans, debentures or other debt.

"EU Bail-In Legislation Schedule": the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default": any of the events specified in Section 8.1; provided, that any requirement set forth therein for the giving of notice, the lapse of time, or both, has been satisfied.

"Excess Cash Flow": for any Excess Cash Flow Period of the Borrower, an amount (not less than zero) equal to the amount by which, if any:

(a) the sum, without duplication, of:

(i) Consolidated Net Income of the Borrower for such Excess Cash Flow Period;

(ii) the amount of all non-cash charges (including depreciation, amortization, deferred tax expense and equity compensation expenses) deducted in arriving at such Consolidated Net Income;

(iii) the amount of the decrease, if any, in Consolidated Working Capital for such Excess Cash Flow Period (excluding any decrease in Consolidated Working Capital relating to leasehold improvements for which the Borrower or any of its Subsidiaries is reimbursed in cash or receives a credit);

(iv) the aggregate net amount of non-cash loss on the Disposition of Property by the Borrower and its Subsidiaries during such Excess Cash Flow Period (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such Consolidated Net Income; and

(v) to the extent not otherwise included in determining Consolidated Net Income, the aggregate amount of cash receipts for such period attributable to Hedge Agreements or other derivative instruments;

exceeds

(b) the sum, without duplication (including, in the case of clauses (ii) and (viii) below, duplication across periods (provided, that all or any portion of the amounts referred to in clauses (ii) and (viii) below with respect to a period may be applied in the determination of Excess Cash Flow for any subsequent period to the extent such amounts did not previously result in a reduction of Excess Cash Flow in any prior period)) of:

(i) the amount of all non-cash gains or credits to the extent included in arriving at such Consolidated Net Income (including credits included in the calculation of deferred tax assets and liabilities) and cash charges to the extent excluded from Consolidated Net Income pursuant to the last sentence thereof;

(ii) the aggregate amount (A) actually paid by the Borrower and its Subsidiaries in cash during such Excess Cash Flow Period (or, at the Borrower's election, after such Excess Cash Flow Period but prior to the time of determination of Excess Cash Flow for such Excess Cash Flow Period, and excluding any amounts paid during such Excess Cash Flow Period which the Borrower elected to apply to the calculation in a prior Excess Cash Flow Period) on account of Capital Expenditures and Permitted Acquisitions

and (B) committed during such Excess Cash Flow Period to be used to make Capital Expenditures or Permitted Acquisitions which in either case have been actually made or consummated or for which a binding agreement exists as of the time of determination of Excess Cash Flow for such Excess Cash Flow Period (in each case under this clause (ii) other than to the extent any such Capital Expenditure or Permitted Acquisition is made (or, in the case of the preceding clause (B), is expected at the time of determination to be made) with the proceeds of new long-term Indebtedness or an Equity Issuance or with the proceeds of any Reinvestment Deferred Amount), in each case to the extent not already deducted from Consolidated Net Income;

(iii) the aggregate amount of all regularly scheduled principal payments and all prepayments of Indebtedness (including the Term Loans) of the Borrower and its Subsidiaries made during such Excess Cash Flow Period and, at the option of the Borrower, all prepayments of Indebtedness made (or committed to be made by irrevocable written notice) after such Excess Cash Flow Period but prior to the time of determination of Excess Cash Flow for the applicable Excess Cash Flow Period, and excluding any amounts paid during such Excess Cash Flow Period which the Borrower elected to apply to the calculation in a prior Excess Cash Flow Period (other than, in each case, (x) in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder, (y) to the extent any such prepayments are the result of the incurrence of additional indebtedness and (z) optional prepayments of the Term Loans and optional prepayments of ABL Loans to the extent accompanied by permanent optional reductions of the applicable commitments);

(iv) the amount of the increase, if any, in Consolidated Working Capital for such Excess Cash Flow Period (excluding any increase in Consolidated Working Capital relating to leasehold improvements for which the Borrower or any of its Subsidiaries is reimbursed in cash or receives a credit);

(v) the aggregate net amount of non-cash gain on the Disposition of Property by the Borrower and its Subsidiaries during such Excess Cash Flow Period (other than sales of inventory in the ordinary course of business), to the extent included in arriving at such Consolidated Net Income;

(vi) Transaction Costs and fees and expenses incurred in connection with any Permitted Acquisition or Investment permitted by Section 7.7, any Equity Issuance, any incurrence of Indebtedness permitted by Section 7.2, any Restricted Payment permitted by Section 7.6 and any Disposition permitted by Section 7.5 (in each case, whether or not consummated), in each case to the extent not already deducted from Consolidated Net Income;

(vii) purchase price adjustments and earnouts paid, in each case to the extent not already deducted from Consolidated Net Income, or received, in each case to the extent not already included in arriving at Consolidated Net Income, in connection with any acquisition or Investment consummated prior to the Closing Date, any Permitted Acquisition or any other acquisition or Investment permitted under Section 7.7;

(viii) (A) the net amount of Permitted Acquisitions and Investments made in cash during such period pursuant to paragraphs (a)(ii), (a)(iii), (d), (f), (k), (l), (v), (x) and (hh) of Section 7.7 (to the extent, in the case of clause (x), such Investment relates to Restricted Payments permitted under Section 7.6(c)(ii), (e), (f)(iii) or (h)) or, at the option

of the Borrower, committed during such period to be used to make Permitted Acquisitions and Investments pursuant to such paragraphs of Section 7.7 which have been actually made or for which a binding agreement exists as of the time of determination of Excess Cash Flow for such period (but excluding Investments among the Borrower and its Subsidiaries) and (B) permitted Restricted Payments made in cash or subject to a binding agreement (or, in the case of Restricted Payments described in Section 7.6(c)(i) or (c)(ii)(A), (B) or (C), reasonably expected to be paid in cash), in each case by the Borrower during such period and permitted Restricted Payments made by any Subsidiary to any Person other than the Borrower or any of the Subsidiaries during such period, in each case, to the extent permitted by Section 7.6(c)(i), (c)(ii), (e), (f)(iii) or (h), in each case to the extent not already deducted from Consolidated Net Income; provided, that the amount of Restricted Payments made pursuant to Section 7.6(e) and deducted pursuant to this clause (viii) shall not exceed $[12,500,000] in any Excess Cash Flow Period;

(ix) the amount (determined by the Borrower) of such Consolidated Net Income which is mandatorily prepaid or reinvested pursuant to Section 2.12(b) (or as to which a waiver of the requirements of such Section applicable thereto has been granted under Section 10.1) prior to the date of determination of Excess Cash Flow for such Excess Cash Flow Period as a result of any Asset Sale or Recovery Event, in each case to the extent not already deducted from Consolidated Net Income;

(x) (A) the aggregate amount of any premium or penalty actually paid in cash that is required to be made in connection with any prepayment of Indebtedness made (or committed to be made by irrevocable written notice) during the applicable Excess Cash Flow Period or, at the option of the Borrower, after the end of such Excess Cash Flow Period but prior to the time of calculation of Excess Cash Flow, in each case to the extent not already deducted from Consolidated Net Income and (B) to the extent included in determining Consolidated Net Income, the aggregate amount of any income (or loss) for such period attributable to the early extinguishment of Indebtedness, Hedge Agreements or other derivative instruments;

(xi) cash payments by the Borrower and its Subsidiaries during such period in respect of long-term liabilities of the Borrower and its Subsidiaries other than Indebtedness, in each case to the extent not already deducted from Consolidated Net Income;

(xii) the aggregate amount of (I) expenditures actually made by the Borrower and its Subsidiaries in cash during such period (including expenditures for the payment of financing fees), in each case, to the extent not deducted during a prior period and (II) expenditures committed during such Excess Cash Flow Period to be made for which a binding agreement exists as of the time of determination of Excess Cash Flow for such Excess Cash Flow Period, in each such case, to the extent that such expenditures are not expensed during such period and are not deducted in calculating Consolidated Net Income;

(xiii) cash expenditures in respect of Hedge Agreements or other derivative instruments during such period to the extent not deducted in arriving at such Consolidated Net Income;

(xiv) the amount of taxes (including penalties and interest) paid in cash in such period or tax reserves set aside or payable (without duplication) in such period to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income

for such period, including the amount of any distributions pursuant to Sections 7.6(c)(i), (ii)(A), (B) and (C);

(xv) the amount of cash payments made in respect of pensions and other post-employment benefits in such period, in each case to the extent not deducted in determining Consolidated Net Income;

(xvi) payments made in respect of the minority equity interests of third parties in any non-wholly owned Subsidiary in such period, including pursuant to dividends declared or paid on Capital Stock held by third parties (or other distributions or return of capital) in respect of such non-wholly-owned Subsidiary, in each case to the extent not deducted in determining Consolidated Net Income;

(xvii) the amount representing accrued expenses for cash payments (including with respect to retirement plan obligations) that are not paid in cash in such Excess Cash Flow Period, in each case to the extent not deducted in determining Consolidated Net Income; provided, that such amounts will be added to Excess Cash Flow for the following fiscal year to the extent not paid in cash and deducted from Consolidated Net Income during such following fiscal year;

(xviii) to the extent not otherwise deducted in calculating Consolidated Net Income, cash used to pay deferred acquisition consideration (including earn outs), except to the extent such cash is from proceeds of Indebtedness, Equity Issuances or other proceeds that would not be included in Consolidated Net Income; and

(xix) the aggregate amounts of cash payments made during such fiscal year pursuant to any long term incentive plan of the Borrower or any of its Subsidiaries or any related agreement to the extent not otherwise deducted in calculating Consolidated Net Income.

"Excess Cash Flow Application Amount": with respect to any Excess Cash Flow Period, the product of (a) 50% times (b) the Excess Cash Flow for such Excess Cash Flow Period.

"Excess Cash Flow Application Date": as defined in Section 2.12(c).

"Excess Cash Flow Period": each fiscal year of the Borrower beginning with the fiscal year ending December 31, 2024.

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

"Excluded Account": as defined in the Guarantee and Collateral Agreement.

"Excluded Collateral": as defined in Section 6.8(e); provided that the Borrower may designate in a written notice to the Administrative Agent any asset not to constitute "Excluded Collateral", whereupon the Borrower shall be obligated to comply with the applicable requirements of Section 6.8 as if it were newly acquired.

"Excluded Contribution Amount": the aggregate amount of Net Cash Proceeds received by the Borrower from Equity Issuances (other than from any of its Subsidiaries or from Disqualified Capital Stock) or capital contributions after the Closing Date, minus the aggregate amount of (i) any Investments made pursuant to Section 7.7(dd) (net of any return of capital in respect of such Investment or deemed

reduction in the amount of such Investment), (ii) any Restricted Payment made pursuant to Section 7.6(g) and (iii) any payments made pursuant to Section 7.8(a)(ii), in each case made during the period commencing on the Closing Date through and including the date of usage of such Excluded Contribution Amount in reliance thereon (without taking account of the intended usage of the Excluded Contribution Amount as of such date), designated as an Excluded Contribution Amount pursuant to a certificate of a Responsible Officer on or promptly after the date on which such Net Cash Proceeds are received by the Borrower, as the case may be, and which are excluded from the calculation of the Available Amount.

"Excluded Equity Securities": (i) to the extent applicable law requires that any Subsidiary issue directors' qualifying shares, such shares or nominee or other similar shares, (ii) Capital Stock of any first-tier Foreign Subsidiary or any Foreign Subsidiary Holding Company in excess of 66% of the voting Capital Stock of such entity, (iii) any Capital Stock of any Foreign Subsidiary that is not a first-tier Foreign Subsidiary, (iv) any Capital Stock in joint ventures or other entities in which the Loan Parties directly own 50% or less of the Capital Stock, (v) [reserved] and (vi) any other Capital Stock owned on or acquired after the Closing Date (other than Capital Stock in a wholly owned Subsidiary) in accordance with this Agreement but only in the case of this clause (vi) if, and to the extent that, and for so long as granting a security interest or other Liens therein would violate applicable law or regulation or a shareholder agreement or other Contractual Obligation (in each case, after giving effect to Section 9-406(d), 9-407(a) or 9-408 of the Uniform Commercial Code, if and to the extent applicable, and other applicable law) binding on such Capital Stock and not created in contemplation of such acquisition.

"Excluded Real Property": (a) any Real Property that is subject to a Lien expressly permitted by Section 7.3(j) (solely to the extent that the Indebtedness secured by such Lien would prohibit a Lien on such Real Property to secure the Obligations) or Section 7.3(g) (solely to the extent securing Indebtedness under Sections 7.2(c) or 7.2(t)), (b) any Real Property with respect to which, in the reasonable judgment of the Borrower and the Administrative Agent, the cost of providing a mortgage on such Real Property in favor of the Secured Parties under the Security Documents shall be excessive in view of the benefits to be obtained by the Lenders therefrom and (c) any Real Property to the extent providing a mortgage on such Real Property would (i) result in material adverse tax consequences to Holdings or the Borrower or any of its Subsidiaries as reasonably determined by the Borrower (provided, that any such designation of Real Property as Excluded Real Property shall be subject to the prior written consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed)), (ii) violate any applicable Requirement of Law, (iii) be prohibited by any applicable Contractual Obligations (other than customary non-assignment provisions which are ineffective under the Uniform Commercial Code) to the extent such prohibition was not created in contemplation of a mortgage on such Real Property or (iv) give any other party (other than a Loan Party or a wholly-owned Subsidiary) to any contract, agreement, instrument or indenture governing such Real Property the right to terminate its obligations thereunder (other than customary non-assignment provisions which are ineffective under the Uniform Commercial Code or other applicable law) to the extent such right was not created in contemplation of a mortgage on such Real Property; provided that the Borrower may designate in a written notice to the Administrative Agent any Real Property not to constitute "Excluded Real Property", whereupon the Borrower shall be obligated to comply with the applicable requirements of Section 6.8 as if it were newly acquired.

"Excluded Subsidiary": any Subsidiary (other than a BrandCo Entity) that is

(a) [reserved],

(b) not wholly owned directly by the Borrower or one or more of its wholly owned Subsidiaries,

(c) an Immaterial Subsidiary,

(d) a Foreign Subsidiary Holding Company,

(e) established or created pursuant to Section 7.7(p) and meeting the requirements of the proviso thereto; provided, that such Subsidiary shall only be an Excluded Subsidiary for the period, as contemplated by Section 7.7(p),

(f) a Subsidiary that is prohibited by applicable Requirement of Law from guaranteeing or granting a Lien on its assets to secure obligations in respect of the Facilities, or which would require governmental (including regulatory) consent, approval, license or authorization to provide a guarantee or grant any Lien unless, such consent, approval, license or authorization has been received,

(g) a Subsidiary that is prohibited from guaranteeing or granting a Lien on its assets to secure obligations in respect of the Facilities by any Contractual Obligation in existence on the Closing Date (or, in the case of any newly-acquired Subsidiary, in existence at the time of acquisition thereof but not entered into in contemplation thereof) and not created in contemplation of such guarantee, provided, that this clause (g) shall not be applicable if (1) the other party to such Contractual Obligation is a Loan Party or a wholly-owned Subsidiary of the Borrower or (2) consent has been obtained to provide such guarantee or such prohibition is otherwise no longer in effect,

(h) a Subsidiary with respect to which a guarantee by it of, or granting a Lien on its assets to secure obligations in respect of, the Facilities could reasonably be expected to result in material adverse tax consequences (including as a result of Section 956 of the Code or any related provision) to Holdings or the Borrower or any of its Subsidiaries, as reasonably determined in good faith by the Borrower in consultation with the Administrative Agent,

(i) [reserved],

(j) any Foreign Subsidiary or any Domestic Subsidiary of a Foreign Subsidiary,

(k) [reserved], or

(l) any other Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent (confirmed in writing by notice to the Borrower), the cost or other consequences of guaranteeing or granting a Lien on its assets to secure obligations in respect of the Facilities shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom;

provided, that (x) if a Subsidiary executes the Guarantee and Collateral Agreement as a "Guarantor," then it shall not constitute an "Excluded Subsidiary" (unless released from its obligations under the Guarantee and Collateral Agreement as a "Guarantor" in accordance with the terms hereof and thereof), (y) the Borrower may designate in a written notice to the Administrative Agent a Subsidiary not to constitute an "Excluded Subsidiary" whereupon such Subsidiary shall be obligated to comply with the applicable requirements of Section 6.8 as if it were newly acquired; provided further that no Loan Party that is a Loan Party on the Closing Date may be designated an Excluded Subsidiary and each such Loan Party shall remain a Guarantor hereunder unless all of its equity or all or substantially all of its assets is Disposed of in a Disposition permitted by Section 7.5 and (z) in no event shall any Subsidiary that (A) is a Subsidiary Guarantor as of the Closing Date or (B) is a guarantor under the ABL Facility constitute an "Excluded Subsidiary" under the Loan Documents.

"Excluded Taxes": any of the following Taxes imposed on or with respect to any Recipient or required to be withheld or deducted from a payment to any Recipient, (i) net income Taxes (however denominated), net profits Taxes, franchise Taxes, and branch profits Taxes (and net worth Taxes and capital Taxes imposed in lieu of net income Taxes), in each case, (A) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, if such Recipient is a Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (B) as a result of a present or former connection between such Recipient and the jurisdiction of the Governmental Authority imposing such Tax or any political subdivision or taxing authority thereof or therein (other than a connection arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document), (ii) any U.S. federal withholding Taxes (including backup withholding) imposed on amounts payable to or for the account of such Recipient with respect to an applicable interest in a Loan or Commitment or this Agreement pursuant to a law in effect on the date on which (A) such Recipient becomes a party to this Agreement (other than pursuant to an assignment requested by the Borrower under Section 2.24) or (B) if such Recipient is a Lender, such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.20, amounts with respect to such Taxes were payable either to such Recipient's assignor immediately before such Recipient became a party hereto or, if such Recipient is a Lender, to such Lender immediately before it changed its lending office, (iii) Taxes attributable to such Recipient's failure to comply with paragraphs (e) or (g), as applicable, of Section 2.20 and (iv) any withholding Taxes imposed under FATCA.

"Existing Loans": as defined in Section 2.26(a).

"Existing Tranche": as defined in Section 2.26(a).

"Expiration Time": as defined in the definition of "Dutch Auction".

"Extended Loans": as defined in Section 2.26(a).

"Extended Tranche": as defined in Section 2.26(a).

"Extending Lender": as defined in Section 2.26(b).

"Extension": as defined in Section 2.26(b).

"Extension Amendment": as defined in Section 2.26(c).

"Extension Date": as defined in Section 2.26(d).

"Extension Election": as defined in Section 2.26(b).

"Extension Request": as defined in Section 2.26(a).

"Extension Series": all Extended Loans that are established pursuant to the same Extension Amendment (or any subsequent Extension Amendment to the extent such Extension Amendment expressly provides that the Extended Loans provided for therein are intended to be part of any previously established Extension Series) and that provide for the same interest margins and amortization schedule.

"Extraordinary Receipts": an amount equal to (a) any cash payments or proceeds (including permitted Investments) received (directly or indirectly) by or on behalf of the Borrower or any

of its Subsidiaries not in the ordinary course of business (and other than consisting of Net Cash Proceeds from an Asset Sale or any Recovery Event or in connection with any issuance or sale of debt securities or instruments or the incurrence of Indebtedness) in respect of (i) pension plan reversions, (ii) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (other than receipts from settlements with customers and any portion thereof that represents out-of-pocket losses by the Borrower or any of its Subsidiaries), (iii) indemnity payments to the extent such indemnity payments are not payable to a Person that is not an Affiliate of the Borrower or any of its Subsidiaries and to the extent such proceeds exceed the loss, damages, fees, costs and expenses incurred by or actual remediation and replacement costs of the Borrower and its Subsidiaries in connection with any such matter and (v) [any purchase price adjustment received in connection with any purchase agreement to the extent not constituting Net Cash Proceeds], minus (b) any selling and settlement costs and out-of-pocket expenses (including reasonable broker's fees or commissions and legal fees) and any taxes paid or reasonably estimated to be payable by the Borrower or any of its Subsidiaries (after taking into account any tax credits or deductions actually realized by the Borrower or any of its Subsidiaries with respect to the transactions described in clause (a) of this definition) in connection with or as a result of the transactions described in clause (a) of this definition; [provided that no cash payment or proceeds calculated in accordance with the foregoing shall constitute Extraordinary Receipts in any fiscal year until the aggregate amount of all such cash payments and proceeds in such fiscal year shall exceed $[_____] (and thereafter only such cash payments and proceeds in excess of such amount shall constitute Extraordinary Receipts)].

"Facility": each of (a) the Initial Term Loans (the "Initial Term Facility") and (b) any Refinancing Term Loans of the same Tranche; it being understood that, as of the Closing Date, the only Facility is the Initial Term Facility (and the extensions of credit thereunder), and thereafter, the term "Facility" may include any other Tranche of Commitments and the extensions of credit thereunder.

"Fair Market Value": with respect to any asset, Property (including any Capital Stock of any Person) or Investment, the fair market value thereof as determined in good faith by the Borrower, the price at which a willing buyer, not an Affiliate of the seller, and a willing seller who does not have to sell, would agree to purchase and sell such asset; provided that with respect to any such asset determined to have a Fair Market Value in excess of (i) $[10,000,000], such Fair Market Value shall be determined in good faith by the board of directors or, pursuant to a specific delegation of authority by such board of directors or a designated senior executive officer, of the Borrower, or the Subsidiary of the Borrower which is selling or owns such asset and (ii) $[25,000,000], such Fair Market Value shall be determined by (x) a nationally recognized investment banking firm which determination shall be documented in a letter delivered to the Administrative Agent stating that such transaction is fair to the Borrower or such Subsidiary from a financial point of view or (y) a written valuation of such asset from a recognized independent third party appraiser reasonably acceptable to the Administrative Agent.

"Fair Value": the amount at which the assets (both tangible and intangible), in their entirety, of the Borrower and its Subsidiaries taken as a whole and after giving effect to the consummation of the Transactions would change hands between a willing buyer and a willing seller, within a commercially reasonable period of time, each having reasonable knowledge of the relevant facts, with neither being under any compulsion to act.

"FATCA": Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreements (together with any law implementing such agreements).

"Federal Funds Effective Rate": for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it; provided, that if the Federal Funds Effective Rate is less than zero, it shall be deemed to be zero hereunder for all instances.

"Fixed Basket": as defined in Section 1.6.

"Fixed Basket Item or Event": as defined in Section 1.6.

"Fixed Charge Coverage Ratio": as of any date of determination, the ratio of (a) Consolidated EBITDA of the Borrower and its Subsidiaries for the most recently ended Test Period to (b) Fixed Charges of the Borrower and its Subsidiaries for such Test Period. In the event that the Borrower or any of its Subsidiaries incurs, assumes, guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness or issues or redeems Disqualified Capital Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is being calculated, then the Fixed Charge Coverage Ratio will be calculated on a pro forma basis as if such incurrence, assumption, guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness or issuance or redemption of Disqualified Capital Stock, and the use of the proceeds therefrom, had occurred at the beginning of the Test Period.

"Fixed Charges": for any Test Period, the sum of, without duplication, (a) Consolidated Net Interest Expense and (b) the product of (x) all dividend payments on any series of Disqualified Capital Stock of the Borrower paid, accrued or scheduled to be paid or accrued during the applicable Test Period, times (y) a fraction, the numerator of which is one and the denominator of which is one minus the then current effective consolidated federal, state and local tax rate of the Borrower expressed as a decimal.

"Floor": the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to any Benchmark. With respect to the Adjusted Term SOFR Rate, the "Floor" shall be 1.00%.

["Foreign ABTL Credit Agreement": the asset-based term loan credit agreement, dated as of [●], by and among [Revlon Finance LLC], as the borrower, the parent guarantors, borrowing base guarantors and other guarantors from time to time party thereto, the lenders from time to time party thereto and [●], as administrative agent and collateral agent, as amended, restated, replaced, supplemented or otherwise modified in accordance with the terms of this Agreement.]

["Foreign ABTL Documents": the collective reference to the Foreign ABTL Credit Agreement and any other document, agreement and instrument executed and/or delivered in connection therewith or relating thereto, together with any amendment, supplement, waiver, or other modification to any of the foregoing.]

["Foreign ABTL Facility": the asset-based term loan credit facility made available to [Revlon Finance LLC] pursuant to the Foreign ABTL Credit Agreement, including, as the context may require, any extensions of credit made from time to time thereunder.]

"Foreign Subsidiary": any Subsidiary of the Borrower that is not a Domestic Subsidiary in accordance with clause (i) of such definition and each direct or indirect Subsidiary of another Foreign

Subsidiary; provided that, for all purposes of this Agreement and the other Loan Documents, none of (i) the BrandCo Entities nor (ii) any other Subsidiary that is a Subsidiary Guarantor as of the Closing Date shall constitute a Foreign Subsidiary.

"Foreign Subsidiary Holding Company": any Subsidiary of the Borrower which is a Domestic Subsidiary substantially all of the assets of which consist of the Capital Stock (or Capital Stock and Indebtedness) of one or more Foreign Subsidiaries; provided that, for all purposes of this Agreement and the other Loan Documents, none of (i) the BrandCo Entities nor (ii) any other Subsidiary that is a Subsidiary Guarantor as of the Closing Date shall constitute a Foreign Subsidiary Holding Company.

"Funded Debt": with respect to any Person, (i) for purposes of the Consolidated Net First Lien Leverage Ratio and the Consolidated Net Secured Leverage Ratio, all Indebtedness of such Person of the types described in clauses (a), (b)(i) and (e) of the definition of "Indebtedness" or, to the extent related to Indebtedness of the types described in the preceding clauses (but without duplication), (d) of the definition of "Indebtedness", in each case, to the extent reflected as indebtedness on such Person's balance sheet and (ii) for purposes of the Consolidated Net Total Leverage Ratio, all Indebtedness of such Person of the types described in clauses (a), (b)(i), (e), (g)(ii), (h) or, to the extent related to Indebtedness of the types described in the preceding clauses (but without duplication), (d) of the definition of "Indebtedness", in each case, to the extent reflected as indebtedness on such Person's balance sheet.

"Funding Office": the office of the Administrative Agent specified in Section 10.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

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

"Governmental Authority": any nation or government, any state, province or other political subdivision thereof and any governmental entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and, as to any Lender, any securities exchange, any self-regulatory organization (including the National Association of Insurance Commissioners) and any supranational bodies (including the European Union and the European Central Bank).

"Guarantee": collectively, the guarantee made by the Guarantors under the Guarantee and Collateral Agreement in favor of the Secured Parties, together with each other guarantee delivered pursuant to Section 6.8.

"Guarantee and Collateral Agreement": the Term Loan Guarantee and Collateral Agreement, dated as of the Closing Date, among Holdings, the Borrower, each Subsidiary Guarantor from time to time party thereto and the Collateral Agent, substantially in the form of Exhibit A, as the same may be amended, restated, supplemented, waived or otherwise modified from time to time.

"Guarantee Obligation": as to any Person (the "guaranteeing person"), any obligation of (a) the guaranteeing person or (b) another Person (including any bank under any letter of credit) pursuant to which the guaranteeing person has issued a guarantee, reimbursement, counterindemnity or similar obligation, in either case guaranteeing or by which such Person becomes contingently liable for any Indebtedness (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any Property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary

obligation or (2) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase Property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or Disposition of assets or any Investment permitted under this Agreement. The amount of any Guarantee Obligation of any guaranteeing Person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case, the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof (assuming such person is required to perform thereunder) as determined by such Person in good faith.

"Guarantors": the collective reference to Holdings and the Subsidiary Guarantors.

"Hedge Agreements": all agreements with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, in each case, entered into by the Borrower or any Subsidiary; provided, that no phantom stock, deferred compensation or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Holdings, the Borrower or any of its Subsidiaries shall be a Hedge Agreement.

"Holdings": as defined in the introductory paragraph of this Agreement.

"Immaterial Subsidiary": PPI Two Corporation, a Delaware corporation.

"Incremental New Money Commitment Letter": that certain Backstop Commitment Letter, dated as of January 17, 2023, by and among Revlon Consumer Products Corporation, as the company, and the entities party thereto as Backstop Parties (as defined therein), as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms.

"Indebtedness": of any Person, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person evidenced by (i) bonds (excluding surety bonds), debentures, notes or similar instruments, and (ii) surety bonds, (c) all obligations of such Person for the deferred purchase price of Property or services already received, (d) all Guarantee Obligations by such Person of Indebtedness of others, (e) all Capital Lease Obligations of such Person, (f) [reserved], (g) the principal component of all obligations, contingent or otherwise, of such Person (i) as an account party in respect of letters of credit (other than any letters of credit, bank guarantees or similar instrument in respect of which a back-to-back letter of credit has been issued under or permitted by this Agreement) and (ii) in respect of bankers' acceptances and (h) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Disqualified Capital Stock of such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; provided, that Indebtedness shall not include (A) trade and other payables, accrued expenses and liabilities and intercompany liabilities arising in the ordinary

course of business, (B) prepaid or deferred revenue arising in the ordinary course of business, (C) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy unperformed obligations of the seller of such asset, (D) earn-out and other contingent obligations until such obligations become a liability on the balance sheet of such Person in accordance with GAAP and (E) obligations owing under any Hedge Agreements or in respect of Cash Management Obligations. The Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general partner, other than to the extent that the instrument or agreement evidencing such Indebtedness expressly limits the liability of such Person in respect thereof (or provides for reimbursement to such Person).

"Indebtedness for Borrowed Money": (a) to the extent the following would be reflected on a consolidated balance sheet of the Borrower and its Subsidiaries prepared in accordance with GAAP, the principal amount of all Indebtedness of the Borrower and its Subsidiaries with respect to (i) borrowed money, evidenced by debt securities, debentures, acceptances, notes or other similar instruments and (ii) Capital Lease Obligations, (b) reimbursement obligations for letters of credit and financial guarantees (without duplication) (other than ordinary course of business contingent reimbursement obligations) and (c) Hedge Agreements; provided, that the Obligations shall not constitute Indebtedness for Borrowed Money.

"Indemnified Liabilities": as defined in Section 10.5.

"Indemnified Taxes": (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any Obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in the immediately preceding clause (a), Other Taxes.

"Indemnitee": as defined in Section 10.5.

"Initial Cashless Term Commitment": as to any Initial Term Lender, the obligation of such Initial Term Lender to be deemed to have made an Initial Term Loan to the Borrower pursuant to Section 2.1(a)(i) in the principal amount set forth under the heading "Initial Cashless Term Commitment" opposite such Initial Term Lender's name on Schedule 2.1A to this Agreement. The aggregate principal amount of the Initial Cashless Term Commitments as of the Closing Date is $[●].

"Initial Funded Term Commitment": as to any Initial Term Lender, the obligation of such Initial Term Lender to make an Initial Term Loan to the Borrower pursuant to Section 2.1(a)(ii) in the principal amount set forth under the heading "Initial Funded Term Commitment" opposite such Initial Term Lender's name on Schedule 2.1B to this Agreement. The aggregate principal amount of the Initial Funded Term Commitments as of the Closing Date is $[●].

"Initial Term Commitment": an Initial Cashless Term Commitment or an Initial Funded Term Commitment, as the context may require.

"Initial Term Facility": as defined in the definition of "Facility."

"Initial Term Lenders": each Lender that holds an Initial Term Loan or an Initial Term Commitment.

"Initial Term Loans": the Loans made (and/or deemed to have been made) to the Borrower on the Closing Date pursuant to Section 2.1(a).

"Insolvency": with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

"Insolvent": pertaining to a condition of Insolvency.

"Instrument": as defined in the Guarantee and Collateral Agreement or the Canadian Collateral Agreement, as the context may require.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including copyrights, copyright licenses, domain names, trade secrets, patents, patent licenses, trademarks, trademark licenses, trade names, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercreditor Agreements": collectively, the ABL Intercreditor Agreement and any Other Intercreditor Agreement.

"Interest Payment Date": (a) with respect to any SOFR Loan, (i) the last day of the Interest Period applicable to the Borrowing of which such Loan is a part, (ii) in the case of a SOFR Borrowing with an Interest Period of more than three months' duration, each day that would have been an Interest Payment Date had successive Interest Periods of three months' duration been applicable to such Borrowing and (iii) in addition, the date of any refinancing or conversion of such Borrowing with or to a Borrowing of a different Type and (b) with respect to any ABR Loan, the last Business Day of each calendar quarter.

"Interest Period": as to any SOFR Borrowing, the period commencing on the date of such Borrowing or on the last day of the immediately preceding Interest Period applicable to such Borrowing, as applicable, and ending on the numerically corresponding day (or, if there is no numerically corresponding day, on the last day) in the calendar month that is 1, 3 or 6 months thereafter (in each case for so long as such period is available for such SOFR Borrowing), as the Borrower may elect; provided, that if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day. Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period.

"Investments": as defined in Section 7.7.

"IRS": the United States Internal Revenue Service.

"Junior Financing": as defined in Section 7.8.

"Junior Financing Documentation": any documentation governing any Junior Financing.

"Latest Maturing Term Loans": at any date of determination, the Tranche (or Tranches) of Term Loans maturing later than all other Term Loans outstanding on such date.

"Latest Maturity Date": at any date of determination, the latest maturity date or termination date applicable to any Loan or Commitment hereunder at such time.

"Lead Arranger": Jefferies Finance LLC, in its capacity as sole lead arranger.

"Lenders": as defined in the preamble hereto.

"Liabilities": the recorded liabilities (including contingent liabilities that would be recorded in accordance with GAAP) of the Borrower and its Subsidiaries taken as a whole, as of the Closing Date after giving effect to the consummation of the Transactions determined in accordance with GAAP consistently applied.

"Lien": 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).

"Liquidity": at any time, the sum of (i) all Unrestricted Cash of the Borrower and its Subsidiaries and (ii) the aggregate indebtedness permitted to be borrowed under the ABL Facility Agreement and any other then-existing revolving credit facility or line of credit of the Borrower and its Subsidiaries.

"Loan": any loan made by any Lender pursuant to this Agreement.

"Loan Documents": the collective reference to this Agreement, the Intercreditor Agreements, the Security Documents, the Agent Fee Letter and the Notes (if any), together with any amendment, supplement, waiver, or other modification to any of the foregoing.

"Loan Parties": the Borrower and each Subsidiary Guarantor.

"Mafco": MacAndrews & Forbes Incorporated and its successors.

"Majority Facility Lenders": with respect to any Facility, the holders of more than 50% of the aggregate unpaid principal amount of the Term Loans outstanding under such Facility (or, in the case of any Facility, prior to any termination of the Commitments under such Facility, the holders of more than 50% of the aggregate Commitments and Term Loans under such Facility); provided, however, that determinations of the "Majority Facility Lenders" shall exclude any Commitments or Loans held by Defaulting Lenders.

"Mandatory Prepayment Date": as defined in Section 2.12(f).

"Material Adverse Effect" means any event, development, occurrence, circumstance, effect, condition, result, state of facts or change (collectively, an "**Event**") after September 20, 2022, which individually, or together with all other Events, has had or would reasonably be expected to have a material and adverse effect on (a) the business, assets, liabilities, finances, properties, results of operations or condition financial or otherwise of Holdings and its Subsidiaries, taken as a whole, (b) the material rights and remedies available to the Agents or the Lenders, taken as a whole, or (c) the ability of Holdings and its Subsidiaries, taken as a whole, to perform their respective obligations under, or to consummate the transactions contemplated by, this Agreement or the other Loan Documents, in each case, except to the extent such Event results from, arises out of, or is attributable to, the following (either alone or in combination): (i) any change after the Closing Date in global, national or regional political conditions (including acts of war, terrorism or natural disasters) or in the general business, market, financial or economic conditions affecting the industries, regions and markets in which the Borrower and its Subsidiaries operate; (ii) any changes after the Closing Date in applicable law or generally accepted accounting principles, or in the interpretation or enforcement thereof; (iii) the execution, announcement or performance of this Agreement or the other Loan Documents or the transactions contemplated hereby or

thereby, including, without limitation, the Restructuring Transactions (as defined in the Restructuring Plan); (iv) changes in the market price or trading volume of the claims or equity or debt securities of Holdings and its Subsidiaries (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition); (v) acts of God, including any natural (including weather-related) or man-made event or disaster, epidemic, pandemic or disease outbreak (including the COVID-19 virus or any strain, mutation or variation thereof); or (vi) any failure by Holdings and its Subsidiaries to meet any internal or published projection for any period (but not the underlying facts giving rise to such failure unless such facts are otherwise excluded pursuant to other clauses contained in this definition); provided that the exceptions set forth in clauses (i), (ii) and (v) of this definition shall apply to the extent that such Event is disproportionately adverse to Holdings and its Subsidiaries, taken as a whole, as compared to other companies comparable in size and scale to Holdings and its Subsidiaries operating in the industries in which Holdings and its Subsidiaries operate.

"Material Intellectual Property": any Intellectual Property that is material to, or otherwise required for the operation of, the Business.

"Material Real Property": any Real Property located in the United States and owned in fee by the Borrower or any Subsidiary Guarantor on the Closing Date having an estimated Fair Market Value exceeding $[10,000,000] and any after-acquired Real Property located in the United States owned by a Loan Party having a gross purchase price exceeding $[10,000,000] at the time of acquisition.

"Materials of Environmental Concern": any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products, polychlorinated biphenyls, urea-formaldehyde insulation, asbestos, pollutants, contaminants, radioactivity and any other substances that are defined, listed or regulated as hazardous, toxic (or words of similar regulatory intent or meaning) under any Environmental Law, or that are regulated pursuant to Environmental Law or which may give rise to any Environmental Liability.

"Maximum Rate": as defined in Section 10.20.

"Minimum Extension Condition": as defined in Section 2.26(g).

"Moody's": Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Mortgage": any mortgage, deed of trust, hypothec, assignment of leases and rents or other similar document delivered on or after the Closing Date in favor of, or for the benefit of, the Collateral Agent for the benefit of the Secured Parties, with respect to Mortgaged Properties, each substantially in the form of Exhibit M or otherwise in form and substance reasonably acceptable to the Administrative Agent and the Borrower (taking into account the law of the jurisdiction in which such mortgage, deed of trust, hypothec or similar document is to be recorded), as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Mortgaged Properties": all Material Real Property owned by the Borrower or any Subsidiary Guarantor that is, or is required to be, subject to a Mortgage pursuant to the terms of this Agreement.

"Multiemployer Plan": a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Cash Proceeds": (a) in connection with any Asset Sale or any Recovery Event occurring on or after the Closing Date, (I) the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received) received by any Loan Party or any Subsidiary and (II) the proceeds in the form of cash and Cash Equivalents received by any Loan Party or any Subsidiary from any sale or other disposition of any non-cash consideration received by any Loan Party or any Subsidiary in connection with any such Asset Sale or Recovery Event, net of (i) (x) selling expenses, attorneys' fees, accountants' fees, investment banking fees, brokers' fees and consulting fees, (y) the principal amount, premium or penalty, if any, interest and other amounts required to be applied to the repayment of Indebtedness secured by a Lien permitted hereunder (including because the asset sold is removed from a borrowing base supporting such Indebtedness) on any asset which is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document) and (z) other customary fees and expenses actually incurred by any Loan Party or any Subsidiary in connection therewith; (ii) Taxes paid or reasonably estimated to be payable by any Loan Party or any Subsidiary as a result thereof (or, without duplication, any Restricted Payments permitted to be paid pursuant to Section 7.6(c)(i) or Section 7.6(c)(ii)(B) arising as a result thereof) and, without duplication, any tax distribution that may be required as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements); (iii) the amount of any liability paid or to be paid or reasonable reserve established in accordance with GAAP against any liabilities (other than any taxes deducted pursuant to clause (ii) above) (A) associated with the assets that are the subject of such event and (B) retained by the Borrower or any of its Subsidiaries, provided, that the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such event occurring on the date of such reduction and (iv) the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (iv)) attributable to minority interests and not available for distribution to or for the account of the Borrower or any Domestic Subsidiary as a result thereof and (b) in connection with any Equity Issuance or issuance or sale of debt securities or instruments or the incurrence of Indebtedness, the cash proceeds received from such issuance or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, consulting fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

"New Subsidiary": as defined in Section 7.2(t).

"Non-Defaulting Lender": any Lender other than a Defaulting Lender.

"Non-Excluded Subsidiary": any Subsidiary of the Borrower which is not an Excluded Subsidiary.

"Non-Extending Lender": as defined in Section 2.26(e).

"Non-Guarantor Subsidiary": any Subsidiary of the Borrower which is not a Subsidiary Guarantor.

"Non-US Guarantor": any Guarantor not organized under the laws of any jurisdiction within the United States.

"Non-US Lender": as defined in Section 2.20(e).

"Not Otherwise Applied": with reference to any proceeds of any transaction or event or of Excess Cash Flow or the Available Amount that is proposed to be applied to a particular use or transaction,

that such amount (a) was not required to prepay Loans pursuant to Section 2.12 and (b) has not previously been (and is not simultaneously being) applied to anything other than such particular use or transaction.

"Note": any promissory note evidencing any Loan, which promissory note shall be in the form of Exhibit J, or such other form as agreed upon by the Administrative Agent and the Borrower.

"Obligations": the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed or allowable in such proceeding) the Loans, and all other obligations and liabilities of the Borrower to the Agents or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, in each case, which may arise under, out of, or in connection with, this Agreement, any other Loan Document or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Agents or any Lender that are required to be paid by the Borrower pursuant hereto) or otherwise and including all indemnity claims of the Lenders pursuant to Section 10.5.

"OFAC": the Office of Foreign Assets Control of the United States Department of the Treasury.

"Offer Documents": as defined in the definition of "Dutch Auction".

"Other Intercreditor Agreement": an intercreditor agreement, (a) to the extent in respect of Indebtedness intended to be secured by some or all of the Collateral on a pari passu basis with the Obligations, an intercreditor agreement the terms of which are consistent with market terms governing security arrangements for the sharing of liens on a pari passu basis at the time such intercreditor agreement is proposed to be established in light of the type of Indebtedness to be secured by such liens, as determined in good faith by the Borrower and the Administrative Agent, and (b) to the extent in respect of Indebtedness intended to be secured by some or all of the Collateral on a junior priority basis with the Obligations, an intercreditor agreement the terms of which are consistent with market terms governing security arrangements for the sharing of liens on a junior basis at the time such intercreditor agreement is proposed to be established in light of the type of Indebtedness to be secured by such liens, as determined in good faith by the Borrower and the Administrative Agent.

"Other Taxes": any and all present or future stamp, court, intangible, recording, filing or documentary Taxes or any other excise or property Taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Pari Passu Replacement Agreement": as defined in Section 10.1(h).

"Participant": as defined in Section 10.6(c)(i).

"Participant Register": as defined in Section 10.6(c)(iii).

"Payment Recipient": as defined in Section 9.12(a).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"Periodic Term SOFR Determination Day": as defined in the definition of "Term SOFR".

"Permitted Acquisition": (a) any acquisition or other Investment approved by the Required Lenders, (b) any acquisition or other Investment made solely with the Net Cash Proceeds of any substantially concurrent Equity Issuance or capital contribution (other than Disqualified Capital Stock) and such Equity Issuance or capital contribution is Not Otherwise Applied or (c) any acquisition, in a single transaction or a series of related transactions, of a majority controlling interest in the Capital Stock, or all or substantially all of the assets, of any Person, or of all or substantially all of the assets constituting a division, product line or business line of any Person, in each case to the extent the applicable acquired company or assets engage in or constitute a Permitted Business or Related Business Assets, so long as in the case of any acquisition described in this clause (c), no Event of Default shall be continuing immediately after giving pro forma effect to such acquisition.

"Permitted Business": (i) the Business or (ii) any business that is a natural outgrowth or a reasonable extension, development or expansion of any such Business or any business similar, reasonably related, incidental, complementary or ancillary to any of the foregoing.

["Permitted Investors": the collective reference to (i) Angelo, Gordon & Co., L.P., Nut Tree Capital Management, LP, Oak Hill Advisors, L.P. and [●] (ii) the members of management of Holdings or any of its Subsidiaries that have ownership interests in Holdings as of the Closing Date, (iii) the directors of Holdings or any of its Subsidiaries as of the Closing Date and (iv) the members of any "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) of which any Person described in clause (i), (ii) or (iii) of this definition is a member; provided that, in the case of such group and without giving effect to the existence of such group or any other group, Persons who are either Persons described in clause (i), (ii) or (iii) of this definition have aggregate beneficial ownership of more than 50% of the total voting power of the voting stock of the Borrower or Holdings.][6]

"Permitted Refinancing": with respect to any Person, refinancings, replacements, modifications, refundings, renewals or extensions of Indebtedness (or of a prior Permitted Refinancing of Indebtedness); provided, that any such refinancing, replacement, modification, refunding, renewal or extension of Indebtedness effected pursuant to a clause in Section 7.2 or 7.3 in reliance on the term "Permitted Refinancing" must comply with the following conditions:

(a) there is no increase in the principal amount (or accreted value) thereof (except by an amount equal to accrued interest, fees, discounts, redemption and tender premiums, penalties and expenses and by an amount equal to any existing commitment unutilized thereunder and as otherwise permitted under the applicable clause of Section 7.2);

(b) the Weighted Average Life to Maturity of such Indebtedness is greater than or equal to the shorter of (i) the Weighted Average Life to Maturity of the Indebtedness being refinanced and (ii) the remaining Weighted Average Life to Maturity of the Latest Maturing Term Loans and such Indebtedness shall not have a final maturity earlier than the maturity date of the Indebtedness being refinanced;

(c) immediately after giving effect to such refinancing, replacement, refunding, renewal or extension, no Event of Default shall be continuing;

(d) neither the Borrower nor any Subsidiary shall be an obligor or guarantor of any such refinancings, replacements, modifications, refundings, renewals or extensions except to the

[6] NTD: Permitted Investors to be determined.

extent that such Person was (or would have been required to be) such an obligor or guarantor in respect of the applicable Indebtedness being modified, refinanced, replaced, refunded, renewed or extended; provided, that this clause (d) shall not apply to a Permitted Refinancing permitted under Section 7.2(aa), so long as all such obligors with respect to such Permitted Refinancing also guarantee the Obligations;

(e) any Liens securing such Permitted Refinancing shall be limited to the assets or property that secured the Indebtedness being refinanced; provided, that Liens in respect of assets or property granted as a result of the operation of after-acquired property clauses shall be permitted to the extent any such assets or property secured (or would have secured) the Indebtedness the subject of the Permitted Refinancing; provided, further, that this clause (e) shall not apply to a Permitted Refinancing permitted under Section 7.2(aa), so long as all such assets or property securing such Permitted Refinancing are also subject to Liens securing the Obligations;

(f) to the extent the Indebtedness being refinanced is subject to the ABL Intercreditor Agreement or an Other Intercreditor Agreement, to the extent that it is secured by the Collateral, the Permitted Refinancing shall be subject to the ABL Intercreditor Agreement or Other Intercreditor Agreement, as applicable, on terms no less favorable to the Lenders, taken as a whole (as determined in good faith by the Borrower); and

(g) except as otherwise permitted by this definition of "Permitted Refinancing", the covenants and events of default applicable to such Permitted Refinancing shall be not materially more restrictive, taken as a whole, to the Borrower and its Subsidiaries than the covenants and events of default contained in customary agreements governing similar indebtedness in light of prevailing market conditions at the time of such Permitted Refinancing (as determined in good faith by the Borrower).

"Permitted Refinancing Obligations": any Indebtedness (which Indebtedness may be unsecured or secured by the Collateral on a pari passu or, at the Borrower's option, junior basis with the Liens securing the Obligations) in accordance with Sections 7.2 and 7.3, including customary bridge financings and any debt securities, in each case issued or incurred by the Borrower or a Guarantor to refinance, extend, renew, replace, modify or refund Indebtedness (and, if such Indebtedness consists of revolving loans, to pro rata reduce the associated revolving commitments) and/or Commitments incurred under this Agreement and the Loan Documents and to pay fees, discounts, accrued interest, premiums and expenses in connection therewith; provided, that, in the case of Indebtedness incurred to refinance any Term Loans (and to pay fees, discounts, premiums and expenses in connection therewith) which is incurred otherwise than under this Agreement (any such Indebtedness, "Refinancing Debt"), such Refinancing Debt:

(a) shall not be guaranteed by any Person that is not a Guarantor;

(b) shall be unsecured or secured by the Collateral on a pari passu or, at the Borrower's option, junior basis with the Liens securing the Obligations;

(c) shall not be secured (to the extent secured) by any Lien on any asset of any Loan Party that does not also secure the Obligations;

(d) if secured by Collateral, such Indebtedness (and all related obligations) either shall be incurred under this Agreement on a senior secured pari passu basis with the other Obligations or shall be subject to the terms of an Other Intercreditor Agreement;

(e) (i) shall have a final maturity no earlier than the maturity date of the Indebtedness being refinanced and shall have a Weighted Average Life to Maturity not shorter than the Weighted Average Life to Maturity of the Indebtedness being refinanced (other than an earlier maturity date and/or shorter Weighted Average Life to Maturity for customary bridge financings, which, subject to customary conditions, would either be automatically converted into or required to be exchanged for permanent financing which does not provide for an earlier maturity date than the maturity date of the Indebtedness being refinanced or a shorter Weighted Average Life to Maturity than the Weighted Average Life to Maturity of the Indebtedness being refinanced) and (ii) any such Indebtedness that is a revolving credit facility shall not mature prior to the maturity date of the revolving commitments being replaced;

(f) shall not be subject to amortization prior to the final maturity thereof or any mandatory redemption or prepayment provisions (except customary asset sale, recovery event and change of control provisions), except to the extent any such mandatory redemption or prepayment is required or permitted to be applied on a not less than pro rata basis to the Term Loans and any other Refinancing Debt that, in each case, are secured on a pari passu basis with the Liens securing the Obligations prior to or concurrently with the application to such Permitted Refinancing Obligations;

(g) except as otherwise permitted by this definition of "Permitted Refinancing Obligations", all terms (other than with respect to pricing, fees and optional prepayments, which terms shall be as agreed by the Borrower and the applicable lenders) applicable to such Refinancing Debt shall be substantially identical to, or (when taken as a whole, as shall be determined in good faith by the Borrower) less favorable to the lenders providing such Refinancing Debt than those applicable to such Indebtedness being refinanced, other than for any covenants and other terms applicable solely to any period after the Latest Maturity Date; and

(h) there is no increase in the principal amount (or accreted value) thereof (except by an amount equal to accrued interest, fees, discounts, redemption and tender premiums, penalties and expenses).

"Person": an individual, partnership, corporation, company, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Plan": at a particular time, any employee benefit plan as defined in Section 3(3) of ERISA and in respect of which any Loan Party or any other Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA or has any liability, including a Multiemployer Plan. For greater certainty, "Plan" shall not include a Canadian Pension Plan.

"Platform": as defined in Section 10.2(c).

"Pledged Securities": as defined in the Guarantee and Collateral Agreement, the Canadian Collateral Agreement or any other equivalent term in the other Security Documents, as the context may require.

"Pledged Stock": as defined in the Guarantee and Collateral Agreement or the Canadian Collateral Agreement, as the context may require.

"PPSA": the Personal Property Security Act (Ontario); provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by (a) a Personal Property Security Act as in effect in a Canadian jurisdiction other than Ontario or (b) the Civil Code of Québec, then "PPSA" means the Personal Property Security Act as in effect from time to time in such other jurisdiction or the Civil Code of Québec, as applicable, for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority in such Collateral.

"Prepayment Option Notice": as defined in Section 2.12(f).

"Present Fair Salable Value": the amount that could be obtained by an independent willing seller from an independent willing buyer if the assets of the Borrower and its Subsidiaries taken as a whole and after giving effect to the consummation of the Transactions are sold with reasonable promptness in an arm's-length transaction under present conditions for the sale of comparable business enterprises insofar as such conditions can be reasonably evaluated.

"Prime Rate": the "U.S. Prime Lending Rate" published in The Wall Street Journal; provided that if The Wall Street Journal ceases to publish for any reason such rate of interest, "Prime Rate" shall mean the highest per annum interest rate published by the Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Board (as determined by the Administrative Agent); each change in the Prime Rate shall be effective on the date such change is publicly announced as effective. The prime rate is not necessarily the lowest rate charged by any financial institution to its customers.

"Proceeding": as defined in Section 10.5(c).

"Proceeds of Crime Act": the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), including all regulations thereunder, as amended.

"Property": any right or interest in or to property or assets of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including Capital Stock.

"Public Information": as defined in Section 10.2(c).

"Public Lender": as defined in Section 10.2(c).

"Qualified Capital Stock": any Capital Stock that is not Disqualified Capital Stock.

"Ratio Basket": as defined in Section 1.6.

"Ratio Basket Item or Event": as defined in Section 1.6.

"Real Property": collectively, all right, title and interest of the Borrower or any of its Subsidiaries in and to any and all parcels of real property owned or leased by the Borrower or any such Subsidiary together with all improvements and appurtenant fixtures, easements and other property and rights incidental to the ownership, lease or operation thereof.

"Recipient": (a) any Lender, (b) the Administrative Agent and (c) the Collateral Agent, as applicable.

"Recovery Event": any settlement of or payment in respect of any Property or casualty insurance claim or any condemnation proceeding relating to any asset of the Borrower or any Subsidiary, in an amount for each such event exceeding $[5,000,000].

"Refinanced Term Loans": as defined in Section 10.1(c).

"Refinancing Debt": as defined in the definition of "Permitted Refinancing Obligations".

"Refinancing Term Loans": as defined in Section 10.1(c).

"Register": as defined in Section 10.6(b)(iv).

"Reinvestment Deferred Amount": with respect to any Reinvestment Event, the aggregate Net Cash Proceeds received by any Loan Party or any Subsidiary thereof for its own account in connection therewith that are not applied to prepay the Term Loans pursuant to Section 2.12 as a result of the delivery of a Reinvestment Notice.

"Reinvestment Event": the receipt of Net Cash Proceeds from any Asset Sale or Recovery Event occurring after the Closing Date in respect of which a Loan Party has delivered a Reinvestment Notice.

"Reinvestment Notice": a written notice signed on behalf of any Loan Party by a Responsible Officer stating that such Loan Party (directly or indirectly through a Subsidiary) intends and expects to use all or a specified portion of the Net Cash Proceeds of an Asset Sale or Recovery Event to acquire property or make investments used or useful in a Permitted Business.

"Reinvestment Prepayment Amount": with respect to any Reinvestment Event, the Reinvestment Deferred Amount (or the relevant portion thereof, as contemplated by clause (ii) of the definition of "Reinvestment Prepayment Date") relating thereto less any amount contractually committed by the applicable Loan Party (directly or indirectly through a Subsidiary) prior to the relevant Reinvestment Prepayment Date to be expended prior to the relevant Trigger Date (a "Committed Reinvestment Amount"), or actually expended prior to such date, in each case to acquire assets or make investments useful in a Permitted Business.

"Reinvestment Prepayment Date": with respect to any Reinvestment Event, the earlier of (i) the date occurring 15 months after such Reinvestment Event and (ii) with respect to any portion of a Reinvestment Deferred Amount, the date that is five Business Days following the date on which any Loan Party or any Subsidiary thereof shall have determined not to acquire assets or make investments useful in a Permitted Business with such portion of such Reinvestment Deferred Amount.

"Related Business Assets": assets (other than cash and Cash Equivalents) used or useful in a Permitted Business; provided, that any assets received by the Borrower or a Subsidiary in exchange for assets transferred by the Borrower or a Subsidiary shall not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Subsidiary.

"Related Parties": with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"Related Person": as defined in Section 10.5.

"Release": any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment or within or upon any building, structure or facility.

"Relevant Governmental Body": the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"Replaced Lender": as defined in Section 2.24.

"Reply Amount": as defined in the definition of "Dutch Auction".

"Reply Price": as defined in the definition of "Dutch Auction".

"Reportable Event": any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty day notice period is waived by the PBGC in accordance with the regulations thereunder.

"Representatives": as defined in Section 10.14.

"Required Lenders": at any time, the holders of more than 50% of (a) until the Closing Date, the Commitments then in effect and (b) thereafter, the aggregate Commitments then in effect and unpaid principal amount of the Term Loans then outstanding; provided, however, that determinations of the "Required Lenders" shall exclude any Commitments or Loans held by Defaulting Lenders.

"Requirement of Law": as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Resolution Authority": an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer": any officer at the level of Vice President or higher of the relevant Person or, with respect to financial matters, the Chief Financial Officer, Treasurer, Controller or any other Person in the Treasury Department at the level of Vice President or higher of the relevant Person.

"Restricted Payments": as defined in Section 7.6.

"Restructuring Plan": the "Plan" as defined in the Restructuring Support Agreement.

"Restructuring Support Agreement": that certain Restructuring Support Agreement, dated as of December 19, 2022 (including all exhibits, annexes, and schedules thereto), by and among the Debtors, certain of the Lenders and the other parties thereto, as amended, restated supplemented or otherwise modified prior to the Closing Date pursuant to the terms thereof.

"Return Bid": as defined in the definition of "Dutch Auction".

"S&P": Standard & Poor's Ratings Group, Inc., or any successor to the rating agency business thereof.

"Sanction(s)": any international economic sanction administered or enforced by the U.S. government, including OFAC and the U.S. Department of State, the United Nations Security Council, the European Union, the government of Canada or any agency thereof (including sanctions imposed pursuant to any Canadian Economic Sanctions and Export Laws) or His Majesty's Treasury of the United Kingdom.

"SEC": the Securities and Exchange Commission (or successors thereto or an analogous Governmental Authority).

"Section 2.26 Additional Amendment": as defined in Section 2.26(c).

"Secured Parties": collectively, the Lenders, the Administrative Agent, the Collateral Agent, any other holder from time to time of any of the Obligations and, in each case, their respective successors and permitted assigns.

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

"Security": as defined in the Guarantee and Collateral Agreement or the PPSA, as applicable.

"Security Documents": the collective reference to the Guarantee and Collateral Agreement, the Canadian Collateral Agreement, the Mortgages (if any), the UK Security Agreements, [the Cayman Pledge Agreement][7] and all other security documents hereafter delivered to the Administrative Agent or the Collateral Agent purporting to grant a Lien on any Property of any Loan Party to secure the Obligations.

"Shared EBITDA Cap": an amount when combined with adjustments pursuant to clauses (e) and (q) and the proviso in the second to last paragraph of the definition of "Consolidated EBITDA", not to exceed $[25,000,000] for each Test Period.

"Single Employer Plan": any Plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA and in respect of which any Loan Party or any other Commonly Controlled Entity is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA or has any liability.

"SOFR": a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator": the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Borrowing": a Borrowing comprised of SOFR Loans.

"SOFR Loan": any Loan bearing interest at a rate determined by reference to the Adjusted Term SOFR Rate in accordance with the provisions of Section II, other than pursuant to clause (c) of the definition of "ABR".

[7] NTD: Cayman Pledge Agreement and related changes to Credit Agreement to be discussed.

"Solvent": with respect to the Borrower and its Subsidiaries, as of any date of determination, (i) the Fair Value of the assets of the Borrower and its Subsidiaries taken as a whole exceeds their Liabilities, (ii) the Present Fair Salable Value of the assets of the Borrower and its Subsidiaries taken as a whole exceeds their Liabilities; (iii) the Borrower and its Subsidiaries taken as a whole Do not have Unreasonably Small Capital; and (iv) the Borrower and its Subsidiaries taken as a whole Will be able to pay their Liabilities as they mature.

"Specified Existing Tranche": as defined in Section 2.26(a).

"Stated Maturity": with respect to any Indebtedness, the date specified in such Indebtedness as the fixed date on which the payment of principal of such Indebtedness is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the re-purchase or repayment of such Indebtedness at the option of the holder thereof upon the happening of any contingency).

"Subsidiary": as to any Person, a corporation, partnership, company, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the Board of Directors of such corporation, partnership, company or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a direct or indirect Subsidiary or Subsidiaries of the Borrower.

"Subsidiary Guarantors": (a) each Domestic Subsidiary (other than any Excluded Subsidiary), (b) Elizabeth Arden (Canada) Limited, (c) Elizabeth Arden (UK) Ltd, a private limited company incorporated in England and Wales with company number 04126357, (d) Revlon Canada, Inc., (e) any other Subsidiary of the Borrower that is a party to the Guarantee and Collateral Agreement and (f) each BrandCo Entity.

"Successor Borrower": as defined in Section 7.4(j).

"Successor Holdings": as defined in Section VIIA.

"Taxes": all present and future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

"Term Loans": the Initial Term Loans, Extended Loans and/or Refinancing Term Loans in respect of either of the foregoing, as the context may require.

"Term Maturity Date": (a) with respect to the Initial Term Loans, the fifth anniversary of the Closing Date (or as otherwise provided in Section 2.26 for any Extended Tranche), (b) with respect to any Extended Loans, the maturity date set forth in the applicable Extension Amendment and (c) with respect to any Tranche of Refinancing Term Loans, the maturity date set forth in the applicable amendment pursuant to Section 10.1(c); provided that, in each case of clauses (a), (b) and (c), if such date is not a Business Day, the Term Maturity Date will be the next succeeding Business Day.

"Term Prepayment Amount": as defined in Section 2.12(f).

"Term SOFR":

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to an ABR Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "ABR Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, that if as of 5:00 p.m. (New York City time) on any ABR Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such ABR Term SOFR Determination Day.

"Term SOFR Administrator": CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate": the forward-looking term rate based on SOFR.

"Test Period": on any date of determination, the period of four consecutive fiscal quarters of the Borrower (in each case taken as one accounting period) most recently ended on or prior to such date for which financial statements have been or are required to be delivered pursuant to Section 6.1, or prior to the first such delivery, delivered under Section 5.1(r).

"Tranche": with respect to Term Loans or commitments, refers to whether such Term Loans or commitments are (a) the Initial Term Loans, (b) Extended Loans (of the same Extension Series) or (c) Refinancing Term Loans with the same terms and conditions made on the same day.

"Transaction Costs": as defined in the definition of "Transactions."

"Transactions": each of the following transactions:

(a) the execution, delivery and performance of the Loan Documents;

(b) the borrowing (and/or deemed borrowing) of the Initial Term Loans on the Closing Date;

(c) the use of the proceeds thereof;

(d) the execution, delivery and performance of the ABL Documents, the extensions of credit thereunder on the Closing Date and the use of proceeds thereof;

(e) [the execution, delivery and performance of the Foreign ABTL Documents, the extensions of credit thereunder on the Closing Date and the use of proceeds thereof;]

(f) the Restructuring Transactions (as defined in the Restructuring Plan);

(g) the payment of all fees, costs and expenses incurred in connection with the transactions described in the foregoing provisions of this definition (the "Transaction Costs"); and

(h) the other transactions contemplated by the Loan Documents or the Restructuring Plan.

"Trigger Date": as defined in Section 2.12(b).

"Type": when used in respect of any Loan or Borrowing, the Rate by reference to which interest on such Loan or on the Loans comprising such Borrowing is determined. For purposes hereof, the term "Rate" shall include the Term SOFR and the ABR.

"U.S. Government Securities Business Day": any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"UK Debenture": the English law debenture to be entered into by and among the UK Loan Parties and the Collateral Agent.

"UK Financial Institution": any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Loan Parties": Elizabeth Arden (UK) Ltd, a private limited company incorporated in England and Wales with company number 04126357, and any other Loan Party that is incorporated in England and Wales.

"UK Resolution Authority": the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"UK Security Agreements": (i) the UK Debenture and (ii) any other security agreements or documents governed by English law executed and delivered by any Loan Party in connection with this Agreement.

"Unadjusted Benchmark Replacement": the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"United States" or "U.S.": the United States of America.

"Unrestricted Cash": as at any date of determination, the aggregate amount of cash and Cash Equivalents included in the cash accounts that would be listed on the consolidated balance sheet of the Borrower and its Subsidiaries as at such date, to the extent such cash and Cash Equivalents are not (a) subject to a Lien securing any Indebtedness or other obligations, other than (i) the Obligations or (ii) any such other Indebtedness that is subject to any Intercreditor Agreement or (b) classified as "restricted" (unless so classified solely because of any provision under the Loan Documents or any other agreement or instrument governing other Indebtedness that is subject to any Intercreditor Agreement governing the application thereof or because they are subject to a Lien securing the Obligations or other Indebtedness that is subject to any Intercreditor Agreement).

"US Lender": as defined in Section 2.20(g).

"USA Patriot Act": as defined in Section 10.18.

"Weighted Average Life to Maturity": when applied to any Indebtedness at any date, the number of years obtained by dividing (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

"Will be able to pay their Liabilities as they mature": for the period from the Closing Date through the Latest Maturity Date, the Borrower and its Subsidiaries taken as a whole and after giving effect to the consummation of the Transactions will have sufficient assets, credit capacity and cash flow to pay their Liabilities as those Liabilities mature or (in the case of contingent Liabilities) otherwise become payable, in light of business conducted or anticipated to be conducted by the Borrower and its Subsidiaries as reflected in the projected financial statements and in light of the anticipated credit capacity.

"Write-Down and Conversion Powers": (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that Person or any other Person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.2 Other Definitional Provisions.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to the Borrower and its Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, (ii) the words "include,"

"includes" and "including" shall be deemed to be followed by the phrase "without limitation," and (iii) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time.

(c) The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The term "license" shall include sub-license. The term "documents" includes any and all documents whether in physical or electronic form.

(e) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(f) Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any Subsidiary at "fair value", as defined therein, and (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

(g) [Reserved].

(h) [Reserved].

(i) Any references in this Agreement to "Obligations" or "Lenders" (or any similar terms) in the phrase "pari passu basis with the Liens securing the Obligations" or "pari passu with the Liens of the Lenders" (or any similar phrases) or in the phrase "secured on a junior basis with the Liens securing the Obligations" or "junior to the Liens of the Lenders" (or any similar phrases) shall, in each case, be deemed to refer to the Obligations in effect on the Closing Date (i.e., the Initial Term Loans) or the Initial Term Lenders, as applicable, and any other Indebtedness or commitments incurred under this Agreement that is intended to be secured on a pari passu basis with the liens securing the Initial Term Loans or the Initial Term Lenders, as applicable. Any references in this Agreement to "junior or pari passu to the Liens of the lenders under the ABL Facility Agreement" (or any similar phrases) shall, in each case, be deemed to refer to the Liens of such lenders with respect to the ABL Facility First Priority Collateral.

(j) For purposes of any Collateral located in the Province of Quebec or charged by any deed of hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (i) "personal property" shall be deemed to include "movable property", (ii) "real property" shall be deemed to include "immovable property", (iii) "tangible property" shall be deemed to include "corporeal property", (iv) "intangible property" shall be deemed to include "incorporeal property", (v) "security interest" and "mortgage" shall be deemed to include a "hypothec", (vi) all references to filing, registering or recording under the UCC or the PPSA or otherwise shall be deemed to include publication under the Civil Code of Québec, (vii) all references to "perfection of" or "perfected" Liens shall be deemed to include a reference to the "opposability" of such Liens to third

parties, (viii) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (ix) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (x) an "agent" shall be deemed to include a "mandatary", (xi) "joint and several" shall be deemed to include "solidary", (xii) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault", (xiii) "beneficial ownership" shall be deemed to include "ownership on behalf of another as mandatary", (xiv) "easement" shall be deemed to include "servitude", (xv) "survey" shall be deemed to include "certificate of location and plan", and (xvi) "fee simple title" shall be deemed to include "absolute ownership". The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated hereunder or relating hereto, including notices, may also be drawn up in the English language only. Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en la langue anglaise seulement.

1.3 Pro Forma Calculations. (i) Any calculation to be determined on a "pro forma" basis, after giving "pro forma" effect to certain transactions or pursuant to words of similar import and (ii) the Consolidated Net First Lien Leverage Ratio, the Consolidated Net Secured Leverage Ratio, the Consolidated Net Total Leverage Ratio, and the Fixed Charge Coverage Ratio, in each case, shall be calculated as follows (subject to the provisions of Section 1.2):

(a) for purposes of making the computation referred to above, in the event that the Borrower or any of its Subsidiaries incurs, assumes, guarantees, redeems, retires, defeases or extinguishes any Indebtedness subsequent to the commencement of the period for which such ratio is being calculated but on or prior to or substantially concurrently with or for the purpose of the event for which the calculation is made (a "Calculation Date"), then such calculation shall be made giving pro forma effect to such incurrence, assumption, guarantee, redemption, retirement, defeasance or extinguishment of Indebtedness as if the same had occurred at the beginning of the applicable Test Period; provided, that for purposes of making the computation of the Consolidated Net First Lien Leverage, Consolidated Net Secured Leverage, Consolidated Net Total Leverage or Fixed Charges for the computation of the Consolidated Net First Lien Leverage Ratio, Consolidated Net Secured Leverage Ratio, Consolidated Net Total Leverage Ratio or Fixed Charge Coverage Ratio, as applicable, the Consolidated Net First Lien Leverage, Consolidated Net Secured Leverage, Consolidated Net Total Leverage or Fixed Charges, as applicable, shall be the Consolidated Net First Lien Leverage, Consolidated Net Secured Leverage, Consolidated Net Total Leverage or Fixed Charges as of the date the relevant action is being taken giving pro forma effect to any redemption, retirement or extinguishment of Indebtedness in connection with such event; and

(b) for purposes of making the computation referred to above, if any Investments (including the Transactions), brand acquisitions or Dispositions are made (or committed to be made pursuant to a definitive agreement) subsequent to the commencement of the period for which such calculation is being made but on or prior to or simultaneously with the relevant Calculation Date, then such calculation shall be made giving pro forma effect to such Investments, brand acquisitions and Dispositions as if the same had occurred at the beginning of the applicable Test Period in a manner consistent, where applicable, with the pro forma adjustments set forth in clause (o) of the definition of "Consolidated Net Income". If since the beginning of such period any Person that subsequently became a Subsidiary or was merged or amalgamated with or into the Borrower or any of its Subsidiaries since the beginning of such period shall have made any Investment, brand acquisitions or Disposition that would have required adjustment pursuant to this provision, then such calculation shall be made giving pro forma effect thereto for such Test Period as if such Investment, brand acquisitions or Disposition had occurred at the beginning of the applicable Test Period.

1.4 Exchange Rates; Currency Equivalents. If any basket is exceeded solely as a result of fluctuations in applicable currency exchange rates after the last time such basket was utilized, such basket will not be deemed to have been exceeded solely as a result of such fluctuations in currency exchange rates. For purposes of determining the Consolidated Net First Lien Leverage Ratio, the Consolidated Net Secured Leverage Ratio, the Consolidated Net Total Leverage Ratio and the Fixed Charge Coverage Ratio, amounts denominated in a currency other than Dollars will be converted to Dollars for the purposes of calculating any Consolidated Net Total Leverage Ratio, the Consolidated Net Secured Leverage Ratio, the Consolidated Net First Lien Leverage Ratio and the Fixed Charge Coverage Ratio, at the exchange rate as of the date of calculation, and will, in the case of Indebtedness, reflect the currency translation effects, determined in accordance with GAAP, of Hedge Agreements permitted hereunder for currency exchange risks with respect to the applicable currency in effect on the date of determination of the Dollar equivalent of such Indebtedness.

1.5 [Reserved].

1.6 Covenants. For purposes of determining compliance with Section VII (other than Section 7.6 or Sections 7.2(i) or 7.2(aa)), in the event that an item or event (or any portion thereof) meets the criteria of one or more of the categories described in a particular covenant contained in Section VII (other than Section 7.6 or Sections 7.2(i) or 7.2(aa)), the Borrower may, in its sole discretion, classify and reclassify or later divide, classify or reclassify (as if incurred at such later time) such item or event (or any portion thereof) and may include the amount and type of such item or event (or any portion thereof) in one or more of the relevant clauses or subclauses, in each case, within such covenant and will be entitled to include such item or event (or any portion thereof) only in one of the relevant clauses or subclauses (or any portion thereof). In the case of an item or event (or any portion thereof) that is incurred pursuant to or otherwise included in a clause or subclause (or any portion thereof) of a covenant that does not rely on criteria based on the Consolidated Net First Lien Leverage Ratio, the Consolidated Net Secured Leverage Ratio, the Consolidated Net Total Leverage Ratio or the Fixed Charge Coverage Ratio (any such item or event, a "Fixed Basket Item or Event" and any such clause, subclause or any portion thereof, a "Fixed Basket") substantially concurrently with an item or event (or any portion thereof) that is incurred pursuant to or otherwise included in a clause or subclause (or any portion thereof) of a covenant that relies on criteria based on such financial ratios or tests (any such item or event, a "Ratio Basket Item or Event" and any such clause, subclause or any portion thereof, a "Ratio Basket"), such Ratio Basket Item or Event shall be treated as having been incurred or existing pursuant only to such Ratio Basket without giving pro forma effect to any such Fixed Basket Item or Event (other than a Fixed Basket Item or Event that relies on the term "Permitted Refinancing" or "Permitted Refinancing Obligations") incurred pursuant to or otherwise included in a Fixed Basket substantially concurrently with such Ratio Basket Item or Event when calculating the amount that may be incurred or existing pursuant to any such Ratio Basket. Furthermore, (A) for purposes of Section 7.2, the amount of any Indebtedness denominated in any currency other than Dollars shall be calculated based on the applicable exchange rate, in the case of such Indebtedness incurred (in respect of funded term Indebtedness) or committed (in respect of revolving or delayed draw Indebtedness), on the date that such Indebtedness was incurred (in respect of funded term Indebtedness) or committed (in respect of revolving or delayed draw Indebtedness); provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in a currency other than Dollars (or in a different currency from the Indebtedness being refinanced), and such refinancing would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the applicable exchange rate on the date of such refinancing, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (i) the outstanding or committed principal amount, as applicable, of such Indebtedness being refinanced plus (ii) the aggregate amount of accrued interest, fees, underwriting discounts, premiums and other costs and expenses incurred in connection with such refinancing, (B) for purposes of Sections 7.3, 7.5, 7.6 and 7.7, the amount of any Liens, Dispositions, Restricted Payments and Investments, as applicable, denominated in any currency

other than Dollars shall be calculated based on the applicable exchange rate, (C) for purposes of any calculation under Sections 7.2 and 7.3, if the Borrower elects to give pro forma effect in such calculation to the entire committed amount of any proposed Indebtedness, whether or not then drawn, such committed amount may thereafter be borrowed and reborrowed, in whole or in part, from time to time, without further compliance with Section 7.2 or 7.3, but for so long as such Indebtedness is outstanding or in effect, the entire committed amount of such Indebtedness then in effect shall be included in any calculations under Sections 7.2 and 7.3, (D) any cash proceeds of Indebtedness shall be excluded as Unrestricted Cash and not netted for purposes of calculating any financial ratios and tests with respect to any substantially concurrent incurrence of a Ratio Basket Item or Event pursuant to a Ratio Basket and (E) any Fixed Basket Item or Event incurred pursuant to or otherwise included pursuant to a Fixed Basket based on Consolidated Total Assets shall be calculated based upon the Consolidated Total Assets at the time of such incurrence (it being understood that a Default shall be deemed not to have occurred solely to the extent that the Consolidated Total Assets after the time of such incurrence declines).

1.7 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its equity interests at such time.

1.8 Interest Rates. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to ABR, the Term SOFR Reference Rate, Adjusted Term SOFR Rate or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, ABR, the Term SOFR Reference Rate, Adjusted Term SOFR Rate, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of ABR, the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR Rate, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain ABR, the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR Rate or any other Benchmark, or any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION II. AMOUNT AND TERMS OF COMMITMENTS

2.1 Term Commitments.

(a) Subject to the terms and conditions hereof (i) to give effect to the full and final satisfaction of the 2020 Term B-1 Loan Claims (as defined in the Restructuring Plan) in accordance with the Restructuring Plan, each Initial Term Lender with an Initial Cashless Term Commitment as of the Closing Date shall [(A)] be automatically deemed to have made a Term Loan in Dollars to the Borrower

on the Closing Date in an amount equal to the amount of the Initial Cashless Term Commitment of such Lender [and (B) be bound by the provisions of this Agreement as a Lender hereunder and shall have the obligations of a Lender hereunder by its acceptance of the benefits of this Agreement and the other Loan Documents, and be deemed to have executed and delivered this Agreement, regardless of whether such Lender has executed and delivered a signature page hereto] and (ii) each Initial Term Lender with an Initial Funded Term Commitment as of the Closing Date severally agrees to make a term loan in Dollars to the Borrower on the Closing Date in an amount which will not exceed the Initial Funded Term Commitment of such Lender. On the Closing Date, all 2020 Term B-1 Loan Claims held by each Initial Term Lender will automatically be deemed satisfied, compromised, settled, released and discharged in full pursuant to an in accordance with the Restructuring Plan. The Initial Term Loans deemed made pursuant to clause (i) above of this Section 2.1(a) shall be made without any actual funding. After giving effect to this Section 2.1(a), the aggregate outstanding principal amount of Initial Term Loans shall be $[●]. The aggregate outstanding principal amount of the Initial Term Loans for all purposes of this Agreement and the other Loan Documents shall be the stated principal amount thereof outstanding from time to time.

(b) The Initial Term Loans may from time to time be SOFR Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.13.

(c) The Initial Term Commitment of each Initial Term Lender shall be automatically and permanently reduced to $0 upon the making (or deemed making) of such Initial Term Lender's Initial Term Loans pursuant to Section 2.1(a) on the Closing Date.

2.2 Procedures for Borrowing.

(a) Each Borrowing (including, for the avoidance of doubt, each Borrowing (and/or deemed Borrowing) of Initial Term Loans on the Closing Date) shall be made upon irrevocable notice by the Borrower to the Administrative Agent. Each such notice must be in writing and must be received by the Administrative Agent not later than (i) in the case of SOFR Loans, 12:00 Noon (New York City time) three Business Days prior to the requested Borrowing Date (or, solely in the case of the Initial Term Loans borrowed (and/or deemed to be borrowed) on the Closing Date, one Business Day prior to the Closing Date) or (ii) in the case of ABR Loans, 11:00 a.m. (New York City time) on the requested Borrowing Date. Each notice by the Borrower pursuant to this Section 2.2(a) shall be delivered to the Administrative Agent in the form of a written Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each Committed Loan Notice shall specify (i) the requested date of the Borrowing, (ii) the principal amount of Loans to be borrowed, (iii) the Type of Loans to be borrowed and (iv) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Committed Loan Notice, then the applicable Loans shall be made as ABR Loans. If the Borrower requests a Borrowing of SOFR Loans in any such Committed Loan Notice, but fails to specify an Interest Period, the Borrower will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each applicable Lender of the amount of its ratable share of the applicable Loans. Each Lender shall (except with respect to the Initial Term Loans to be deemed to have been made on the Closing Date in respect of such Lender's Initial Cashless Term Commitment) make the amount of its Loan available to the Administrative Agent in same day funds at the Funding Office not later than (i) 1:00 p.m. (New York City time) on the Business Day specified in the applicable Committed Loan Notice for any Borrowing of SOFR Loans or (ii) 1:00 p.m. (New York City time) on the Business Day specified in the applicable Committed Loan Notice for any Borrowing of ABR Loans. Upon satisfaction of the applicable conditions set forth in Section 5.2 (or, with respect to any Borrowing on the Closing Date, set forth in Section 5.1), the Administrative Agent shall make all funds so received available to the Borrower in like funds as received

by the Administrative Agent either by (i) crediting the account of the Borrower on the books of the Administrative Agent with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to the Administrative Agent by the Borrower.

(c) Except as otherwise provided herein, a SOFR Loan may be continued or converted only on the last day of an Interest Period for such SOFR Loan unless the Borrower pays the amount due under Section 2.22 in connection therewith. During the existence of an Event of Default which is continuing, at the election of the Required Lenders, no Loans may be requested as, converted to or continued as SOFR Loans.

2.3 Repayment of Initial Term Loans. The Initial Term Loans of each Initial Term Lender shall be payable in consecutive quarterly installments on the last Business Day of each March, June, September and December, commencing on [●], 202[●][8],in an amount equal to (a) with respect to each such calendar quarter ending on or prior to [●], 202[●][9], an amount equal to one half of one percent (0.50%) of the stated principal amount of the Initial Term Loans funded (and/or deemed to have been funded) on the Closing Date and (b) with respect to each calendar quarter ending after [●], 202[●][10] and prior to the Term Maturity Date, an amount equal to one quarter of one percent (0.25%) of the stated principal amount of the Initial Term Loans funded (and/or deemed to have been funded) on the Closing Date (which installments shall, to the extent applicable, be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.18(b) or reduced proportionately, to the extent applicable, if an Extension Request with respect to the Initial Term Loans is consummated as provided in the applicable Extension Amendment), with the remaining balance thereof payable on the Term Maturity Date.

2.4 [Reserved].

2.5 [Reserved].

2.6 [Reserved].

2.7 [Reserved].

2.8 Repayment of Loans.

(a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of the appropriate Lender, the principal amount of each outstanding Term Loan of such Lender made (or deemed to have been made) to the Borrower in installments according to the amortization schedule set forth in Section 2.3 and on the Term Maturity Date (or on such earlier date on which the Loans become due and payable pursuant to Section 8.1). The Borrower hereby further agrees to pay interest on the unpaid principal amount of the Loans 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.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing indebtedness of the Borrower to such Lender resulting from each Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

[8] NTD: to be the last day of the ninth (9th) full calendar quarter after the Closing Date.

[9] NTD: to be the last day of the seventeenth (17th) calendar quarter after the Closing Date.

[10] NTD: to be the last day of the seventeenth (17th) calendar quarter after the Closing Date.

(c) The Administrative Agent, on behalf of the Borrower, shall maintain the Register pursuant to Section 10.6(b)(iv), and a subaccount therein for each Lender, in which shall be recorded (i) the amount of each Loan made hereunder and any Note evidencing such Loan, the Type of such Loan and each Interest Period applicable thereto, (ii) the amount of any principal, interest and fees, as applicable, due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof.

(d) The entries made in the Register and the accounts of each Lender maintained pursuant to Section 2.8(c) shall, to the extent permitted by applicable law, be presumptively correct absent demonstrable error of the existence and amounts of the obligations of the Borrower therein recorded; provided, however, that the failure of the Administrative Agent or any Lender to maintain the Register or any such account, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loans made to the Borrower by such Lender in accordance with the terms of this Agreement.

2.9 Fees, Premiums and Discounts.

(a) The Borrower agrees to pay to the Administrative Agent, for the account of each Lender with an Initial Funded Term Commitment, the premiums and discounts in the amounts, on the date or dates and in the manner set forth in the Incremental New Money Commitment Letter and the First Lien Exit Facilities Term Sheet (as defined in the Restructuring Support Agreement).

(b) The Borrower agrees to pay (x) to the Administrative Agent the fees in the amounts and on the dates as set forth in the Agent Fee Letter and (y) such other fees as agreed in writing to be paid by the Borrower to the Lenders (after giving effect to clause (a) above).

2.10 Prepayment Premium. With respect to each repayment or prepayment of Initial Term Loans under Section 2.11 and/or Section 2.12, any other repayment or prepayment of Initial Term Loans upon maturity (scheduled or otherwise), any acceleration of the Initial Term Loans and/or the other Obligations with respect thereto (regardless of whether before or after the occurrence of an Event of Default or the commencement of any bankruptcy or insolvency proceeding or any other proceeding under any Debtor Relief Law (including any deemed repayment or satisfaction in connection therewith)) and/or any mandatory assignment of the Initial Term Loans of a non-consenting Lender pursuant to Section 2.24, whether in full or in part, in each case, on or prior to the second anniversary of the Closing Date, the Borrower shall be required to pay an amount equal to 1.00% of the amount of the Initial Term Loans repaid, prepaid, accelerated or assigned (the "Applicable Premium"), in each case, concurrently with such repayment, prepayment, acceleration or assignment. For the avoidance of doubt, it is understood and agreed that, if any Initial Term Loans are accelerated or otherwise become due prior to the Term Maturity Date applicable thereto and prior to the second anniversary of the Closing Date, in each case whether in full or in part (regardless of whether before or after the occurrence of an Event of Default or the commencement of any bankruptcy or insolvency proceeding or any other proceeding under any Debtor Relief Law), the Applicable Premium will also automatically be due and payable as though such Initial Term Loans were being repaid, prepaid or assigned and shall constitute part of the Obligations with respect to such Initial Term Loans. For the avoidance of doubt, the Applicable Premium shall also be due and payable if, prior to the second anniversary of the Closing Date (i) the Initial Term Loans (or any notes representing the Initial Term Loans) are satisfied or released by foreclosure (whether by power of judicial proceeding or otherwise), deed in lieu of foreclosure or by another means and/or (ii) the satisfaction, release, payment, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any Obligations (and/or this Agreement or the notes evidencing any Obligations) in any insolvency proceeding or other proceeding pursuant to any Debtor Relief Laws, foreclosure (whether by power of judicial proceeding or otherwise),

deed in lieu of foreclosure or by other means or the making of a distribution of any kind in any insolvency proceeding or under any Debtor Relief Law to the Administrative Agent, for the account of the Initial Term Lenders, in full or partial satisfaction of the Obligations occurs. The parties to this Agreement expressly acknowledge and accept the provisions of Section 10.12(e) concerning the Applicable Premium.

2.11 Optional Prepayments.

(a) The Borrower may at any time and from time to time prepay the Tranches of Term Loans (subject to Section 2.11(b) below), in whole or in part, without premium or penalty except as specifically provided in Section 2.10, upon irrevocable written notice delivered to the Administrative Agent no later than 12:00 Noon, New York City time, (i) three Business Days prior thereto in the case of SOFR Loans and (ii) one Business Day prior thereto in the case of ABR Loans, which notice shall specify (x) the date and amount of prepayment, (y) the Tranche or Tranches of Term Loans that such prepayment is in respect of and (z) whether the prepayment is of SOFR Loans or ABR Loans; provided, that if a SOFR Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.21. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein (provided, that any such notice may state that such notice is conditioned upon the occurrence or non-occurrence of any transaction or the receipt of proceeds to be used for such payment, in each case specified therein (including the effectiveness of other credit facilities), in which case such notice may be revoked by the Borrower (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied), together with accrued interest to such date on the amount prepaid. Partial prepayments of Term Loans shall be in an aggregate principal amount of $1,000,000 or a whole multiple of $100,000 in excess thereof, and in each case shall be subject to the provisions of Section 2.18.

(b) In connection with any optional prepayments by the Borrower of the Term Loans pursuant to Section 2.11(a), such prepayment shall be applied to the then outstanding Tranches of Term Loans being prepaid on a pro rata basis.

2.12 Mandatory Prepayments.

(a) If any Indebtedness (excluding any Indebtedness permitted to be incurred in accordance with Section 7.2) shall be incurred by the Borrower or any Subsidiary, an amount equal to 100% of the Net Cash Proceeds thereof shall be applied not later than one Business Day after the date of receipt of such Net Cash Proceeds toward the prepayment of the Term Loans as set forth in Section 2.12(e).

(b) If on any date the Borrower or any Subsidiary shall for its own account receive Net Cash Proceeds from any Asset Sale or Recovery Event (except to the extent such Asset Sale or Recovery Event, as applicable, relates to any ABL Facility First Priority Collateral so long as such ABL Facility First Priority Collateral secures the ABL Facility), then, unless a Reinvestment Notice shall be delivered to the Administrative Agent in respect thereof, such Net Cash Proceeds shall be applied not later than 10 Business Days after such date toward the prepayment of the Term Loans as set forth in Section 2.12(e); provided, that, notwithstanding the foregoing, (i) no Reinvestment Notice may be submitted with respect to any Net Cash Proceeds from any Asset Sale or Recovery Event with respect to Property of any BrandCo Entity or any Capital Stock of any BrandCo, (ii) in the event any Asset Sale giving rise to any such Reinvestment Notice consisted solely of Collateral, all of such Net Cash Proceeds shall be applied to acquire property or make investments used or useful in a Permitted Business constituting Collateral, (iii) no Reinvestment Notice may be submitted with respect to Net Cash Proceeds in excess of $100,000,000 in the aggregate during the term of this Agreement, (iv) if a Reinvestment Notice has been delivered to the Administrative Agent, the Term Loans shall be prepaid as set forth in Section 2.12(e) by an amount equal to the

Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event on the applicable Reinvestment Prepayment Date and (v) on the date (the "Trigger Date") that is six months after any such Reinvestment Prepayment Date, the Term Loans shall be prepaid as set forth in Section 2.12(e) by an amount equal to the portion of any Committed Reinvestment Amount with respect to the relevant Reinvestment Event not actually expended by such Trigger Date.

(c) If, for any Excess Cash Flow Period, there shall be Excess Cash Flow, the Borrower shall, on the relevant Excess Cash Flow Application Date, apply an amount equal to (A) the Excess Cash Flow Application Amount, minus (B) the aggregate amount of all prepayments of ABL Loans during such Excess Cash Flow Period to the extent accompanied by permanent optional reductions of the applicable commitments, and all optional prepayments of Term Loans during such Excess Cash Flow Period (excluding any such optional prepayments during such Excess Cash Flow Period which the Borrower elected to apply to the calculation pursuant to this paragraph (c) in a prior Excess Cash Flow Period) and, at the option of the Borrower, optional prepayments of Term Loans after such Excess Cash Flow Period but prior to the time of the Excess Cash Flow Application Date, in each case other than to the extent any such prepayment is funded with the proceeds of long-term Indebtedness, toward the prepayment of Term Loans as set forth in Section 2.12(e), in each case of this clause (B), to the extent not deducted in accordance with clause (b)(iii) of the definition of "Excess Cash Flow". Each such prepayment shall be made on a date (an "Excess Cash Flow Application Date") no later than [ten] days after the date on which the financial statements referred to in Section 6.1(a), for the fiscal year with respect to which such prepayment is made, are required to be delivered to the Lenders.

(d) If, on any date, the Borrower or any Subsidiary shall for its own account receive any Extraordinary Receipts, then such Extraordinary Receipts shall be applied not later than ten Business Days after such date toward the prepayment of the Loans as set forth in Section 2.12(e).

(e) Amounts to be applied in connection with prepayments of Term Loans pursuant to this Section 2.12 shall, subject to the terms of each Intercreditor Agreement, be applied to the prepayment of the Term Loans in accordance with Section 2.18(b) until paid in full. In connection with any mandatory prepayments by the Borrower of the Term Loans pursuant to this Section 2.12, such prepayments shall be applied on a pro rata basis to the then outstanding Term Loans and (to the extent required by the terms thereof) may be applied, along with such prepayments of Term Loans, to purchase, redeem or repay any other Indebtedness secured by the Collateral on a pari passu basis with the Liens securing the Obligations pursuant to one or more Other Intercreditor Agreements, pursuant to the agreements governing such other Indebtedness, on not more than a pro rata basis with respect to such prepayments of Term Loans. Each prepayment of the Term Loans under this Section 2.12 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid.

(f) Notwithstanding anything to the contrary in Section 2.12 or 2.18, with respect to the amount of any mandatory prepayment pursuant to Section 2.12(b), (c) or (d) (such amount, the "Term Prepayment Amount"), the Borrower may, in its sole discretion, in lieu of applying such amount to the prepayment of Term Loans as provided in paragraph (e) above, not later than 12:00 p.m. (New York City time) on the Business Day prior to the date specified in this Section 2.12 for such prepayment, give the Administrative Agent telephonic notice (promptly confirmed in writing) requesting that the Administrative Agent prepare and provide to each Lender (which, for avoidance of doubt, includes each Extending Lender) a notice (each, a "Prepayment Option Notice") as described below. As promptly as practicable after receiving such notice from the Borrower, the Administrative Agent will send to each Lender a Prepayment Option Notice, which shall be in the form of Exhibit I (or such other form approved by the Administrative Agent and the Borrower), and shall include an offer by the Borrower to prepay, on the date (each a "Mandatory Prepayment Date") that is [ten] Business Days after the date of the Prepayment Option Notice, the Term Loans of such Lender by an amount equal to the portion of the Term Prepayment Amount

indicated in such Lender's Prepayment Option Notice as being applicable to such Lender's Term Loans. Each Lender may reject all or a portion of its Term Prepayment Amount by providing written notice to the Administrative Agent and the Borrower no later than 5:00 p.m. (New York City time) five Business Days after such Lender's receipt of the Prepayment Option Notice (which notice shall specify the principal amount of the Term Prepayment Amount to be rejected by such Lender) (such rejected amounts collectively, the "Declined Amount"); provided, that any Lender's failure to so reject such Term Prepayment Amount shall be deemed an acceptance by such Lender of such Prepayment Option Notice and the amount to be prepaid in respect of Term Loans held by such Lender (each such Lender, an "Accepting Lender"). On the Mandatory Prepayment Date, the Borrower shall pay to the Accepting Lenders (A) the aggregate amount necessary to prepay that portion of the outstanding Term Loans in respect of which such Accepting Lenders have (or are deemed to have) accepted prepayment as described above and (B) concurrently with the prepayment described in the preceding clause (A), the Declined Amount on a pro rata basis among such Accepting Lenders. To the extent that any Accepting Lender rejects all or any portion of its pro rata share of such Declined Amount, any such Declined Amount so rejected may be used by the Borrower for any purpose not prohibited by this Agreement.

(g) [Reserved].

(h) Notwithstanding any other provisions of this Section 2.12, (A) to the extent that any or all of the Net Cash Proceeds of any Asset Sale by a Foreign Subsidiary(a "Foreign Asset Sale") or the Net Cash Proceeds of any Recovery Event with respect to a Foreign Subsidiary (a "Foreign Recovery Event"), in each case giving rise to a prepayment event pursuant to Section 2.12(b) or (d), or Excess Cash Flow derived from a Foreign Subsidiary giving rise to a prepayment event pursuant to Section 2.12(c), are or is prohibited, restricted or delayed by applicable local law from being repatriated to the United States, the portion of such Net Cash Proceeds or Excess Cash Flow so affected will not be required to be applied to repay Term Loans at the times provided in this Section 2.12 but may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law will not permit or restricts repatriation to the United States (the Borrower hereby agreeing to use commercially reasonable efforts to cause the applicable Foreign Subsidiary to promptly take all actions reasonably required by the applicable local law to permit such repatriation), and once such repatriation of any of such affected Net Cash Proceeds or Excess Cash Flow is permitted under the applicable local law, such repatriation will be immediately effected and such repatriated Net Cash Proceeds or Excess Cash Flow will be promptly (and in any event not later than five Business Days after such repatriation) applied (net of additional taxes payable or reserved against as a result thereof including, without duplication, any repatriation costs associated with repatriation of such proceeds from the applicable recipient to the Borrower) to the repayment of the Term Loans in accordance with this Section 2.12 and (B) to the extent that the Borrower has determined in good faith that repatriation of any or all of the Net Cash Proceeds of any Foreign Asset Sale or any Foreign Recovery Event or any Excess Cash Flow derived from a Foreign Subsidiary could reasonably be expected to result in a material adverse tax consequence (taking into account any foreign tax credit or benefit, in the Borrower's reasonable judgment, expected to be realized in connection with such repatriation) with respect to such Net Cash Proceeds or Excess Cash Flow, the Net Cash Proceeds or Excess Cash Flow so affected may be retained by the applicable Foreign Subsidiary, provided, that, in the case of this clause (B), on or before the date on which any Net Cash Proceeds so retained would otherwise have been required to be applied to reinvestments or prepayments pursuant to this Section 2.12 (or fifteen months after the date such Excess Cash Flow would have been so required to be applied if it were Net Cash Proceeds), (x) the Borrower shall apply an amount equal to such Net Cash Proceeds or Excess Cash Flow to such reinvestments or prepayments as if such Net Cash Proceeds or Excess Cash Flow had been received by the Borrower rather than such Foreign Subsidiary, less the amount of additional taxes that would have been payable or reserved against if such Net Cash Proceeds or Excess Cash Flow had been repatriated (or, if less, the Net Cash Proceeds or Excess Cash Flow that would be calculated if received by such Foreign Subsidiary) or (y) such Net Cash Proceeds

or Excess Cash Flow shall be applied to the repayment of Indebtedness of a Foreign Subsidiary, in each case, other than as mutually agreed by the Borrower and the Administrative Agent.

2.13 Conversion and Continuation Options.

(a) The Borrower may elect from time to time to convert SOFR Loans made to the Borrower to ABR Loans by giving the Administrative Agent prior irrevocable written notice of such election no later than 12:00 Noon, New York City time, on the Business Day preceding the proposed conversion date; provided, that if any such SOFR Loan is so converted on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.21. The Borrower may elect from time to time to convert ABR Loans made to the Borrower to SOFR Loans by giving the Administrative Agent prior irrevocable written notice of such election no later than 12:00 Noon, New York City time, on the third Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor); provided, that no such ABR Loan under a particular Facility may be converted into a SOFR Loan when any Event of Default has occurred and is continuing and the Administrative Agent or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

(b) Any SOFR Loan may be continued as such by the Borrower giving irrevocable written notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1 and no later than 12:00 Noon, New York City time, on the third Business Day preceding the proposed continuation date, of the length of the next Interest Period to be applicable to such Loans; provided, that if any such SOFR Loan is so continued on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.21; provided, further, that no such SOFR Loan under a particular Facility may be continued as such when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such continuations; provided, further, that (i) if the Borrower shall fail to give any required notice as described above in this paragraph such SOFR Loans shall be automatically continued as SOFR Loans having an Interest Period of one month's duration on the last day of such then-expiring Interest Period and (ii) if such continuation is not permitted pursuant to the preceding proviso, such SOFR Loans shall be automatically converted to ABR Loans on the last day of such then expiring Interest Period; provided, further, that if the Borrower wishes to, and is otherwise permitted to, request SOFR Loans having an Interest Period other than one, three or six months in duration as provided in the definition of "Interest Period," the applicable notice must be received by the Administrative Agent not later than 11:00 a.m. four Business Days prior to the requested date of such Borrowing, conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the appropriate Lenders of such request and determine whether the requested Interest Period is acceptable to all of them. Not later than 11:00 a.m., three Business Days before the requested date of such Borrowing, conversion or continuation, the Administrative Agent shall notify the Borrower (which notice may be by telephone) whether or not the requested Interest Period has been consented to by all the Lenders. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

2.14 Minimum Amounts and Maximum Number of SOFR Tranches. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions, continuations and optional prepayments of SOFR Loans and all selections of Interest Periods shall be in such amounts and be made pursuant to such elections so that no more than six SOFR Tranches shall be outstanding at any one time.

2.15 Interest Rates and Payment Dates.

(a) Each SOFR Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Adjusted Term SOFR Rate determined for such day plus the Applicable Margin.

(b) Each ABR Loan shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.

(c) [Reserved].

(d) If all or a portion of the principal amount of any Loan, interest payable on any Loan or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall automatically bear interest at a rate per annum equal to the rate applicable to SOFR Loans with an Interest Period of one month plus 2.00% from the date of such nonpayment until such amount is paid in full (after as well as before judgment); provided, that no amount shall accrue or be payable pursuant to this Section 2.15(d) to a Defaulting Lender so long as such Lender shall be a Defaulting Lender. Such interest shall be payable in cash by the Borrower from time to time on demand.

2.16 Computation of Interest and Fees.

(a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that interest on ABR Loans (except for ABR computations in respect of clause (c) of the definition thereof) shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of each determination of the Adjusted Term SOFR Rate. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be presumptively correct in the absence of demonstrable error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.15(a) and Section 2.15(b).

2.17 Inability to Determine Rates; Benchmark Replacement Setting.

(a) Subject to clauses (b) through (f) of this Section 2.17, if, on or prior to the first day of any Interest Period for any SOFR Loan, (i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the "Adjusted Term SOFR Rate" cannot be determined pursuant to the definition thereof, or (ii) the Required Lenders determine that for any reason in connection with any request for a SOFR Loan or a conversion thereto or a continuation thereof that the Adjusted Term SOFR Rate for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan, and the Required Lenders have provided notice of such determination to the Administrative Agent, then, in each case, the Administrative Agent will promptly so notify the Borrower and each Lender. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to continue SOFR Loans or to convert ABR Loans to SOFR Loans, shall be suspended (to the extent of the affected SOFR Loans or affected Interest Periods) until the Administrative Agent (with respect to clause (ii), at the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (A) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing that, the

Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans in the amount specified therein and (B) any outstanding affected SOFR Loans will be deemed to have been converted into ABR Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 2.21. Subject to clauses (b) through (f) of this Section 2.17, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the "Adjusted Term SOFR Rate" cannot be determined pursuant to the definition thereof on any given day, the interest rate on ABR Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "ABR" until the Administrative Agent revokes such determination.

(b) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5^{th}) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a quarterly basis.

(c) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.17(e) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.17, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.17.

(e) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR

Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a SOFR Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR.

2.18 Pro Rata Treatment and Payments.

(a) Except as expressly otherwise provided herein (including as expressly provided in Sections 2.12, 2.19, 2.20, 2.21, 2.22, 2.24, 2.26, 2.27, 10.5, 10.6 and 10.7), each payment (other than prepayments) in respect of principal or interest in respect of any Tranche of Term Loans and each payment in respect of fees payable hereunder with respect to the Term Loans of such Tranche shall be applied to the amounts of such obligations owing to the Lenders of such Tranche, pro rata according to the respective amounts then due and owing to such Lenders.

(b) Each mandatory prepayment of the Term Loans shall be allocated among the Tranches of Term Loans then outstanding pro rata, in each case except as affected by the opt-out provision under Section 2.12(f)[; provided, that at the request of the Borrower, in lieu of such application to the Term Loans on a pro rata basis among all Tranches of Term Loans, such prepayment may be applied to any Tranche of Term Loans so long as the maturity date of such Tranche of Term Loans precedes the maturity date of each other Tranche of Term Loans then outstanding or, in the event more than one Tranche of Term Loans shall have an identical maturity date that precedes the maturity date of each other Tranche of Term Loans then outstanding, to such Tranches on a pro rata basis; provided, further, that in connection with a mandatory prepayment under Section 2.12(a) in connection with the incurrence of Permitted Refinancing Obligations, such prepayment shall be allocated to the Tranches of the applicable Refinanced Debt (but to the Loans within such Tranches on a pro rata basis). Each optional prepayment of the Term Loans shall be applied to the remaining installments of each outstanding Tranche of Term Loans on a pro rata basis as specified by the Borrower (and absent such specification, in direct order of maturity). Each mandatory prepayment of the Term Loans shall be applied to the remaining installments of each outstanding Tranche of Term Loans on a pro rata basis in direct order of maturity. Amounts repaid or prepaid on account of the Term Loans may not be reborrowed.

(c) [Reserved].

(d) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees, the Applicable Premium or otherwise, shall be made without setoff, deduction or counterclaim and shall be made prior to 3:00 p.m., New York City time, on the due date thereof to the Administrative Agent, for the account of the relevant Lenders, at the Funding Office, in immediately available funds. Any payment received by the Administrative Agent after 3:00 p.m., New York City time may be considered received on the next Business Day in the Administrative Agent's sole discretion. The Administrative Agent shall distribute such payments to the relevant Lenders promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the SOFR Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a SOFR Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(e) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent on demand, such amount with interest thereon, at a rate equal to the greater of (i) the Federal Funds Effective Rate and (ii) a rate reasonably determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be presumptively correct in the absence of demonstrable error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days after such Borrowing Date, the Administrative Agent shall give notice of such fact to the Borrower and the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to SOFR Loans with an Interest Period of one month, on demand, from the Borrower. Nothing herein shall be deemed to limit the rights of the Administrative Agent or the Borrower against any Defaulting Lender.

(f) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment due to be made by the Borrower hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the relevant Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower within three Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each relevant Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

2.19 Requirements of Law.

(a) Except with respect to Indemnified Taxes, Excluded Taxes and Other Taxes, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or

compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority first made, in each case, subsequent to the Closing Date:

(i) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by any office of such Lender that is not otherwise included in the determination of the Adjusted Term SOFR Rate hereunder;

(ii) shall subject any Recipient to any Taxes on its loans, loan principal, letters of credit, commitments, or other obligations or its deposits, reserves, other liability or capital attributable thereto; or

(iii) shall impose on such Lender any other condition not otherwise contemplated hereunder;

and the result of any of the foregoing is to increase the cost to such Lender or other Recipient, by an amount which such Lender or other Recipient reasonably deems to be material, of making, converting into, continuing or maintaining SOFR Loans (in each case hereunder), or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay such Lender, in Dollars, within thirty Business Days after the Borrower's receipt of a reasonably detailed invoice therefor (showing with reasonable detail the calculations thereof), any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this Section 2.19, it shall promptly notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) If any Lender shall have reasonably determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or liquidity requirements or in the interpretation or application thereof or compliance by such Lender or any entity controlling such Lender with any request or directive regarding capital adequacy or liquidity requirements (whether or not having the force of law) from any Governmental Authority first made, in each case, subsequent to the Closing Date shall have the effect of reducing the rate of return on such Lender's or such entity's capital as a consequence of its obligations hereunder to a level below that which such Lender or such entity could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such entity's policies with respect to capital adequacy or liquidity requirements) by an amount deemed by such Lender to be material, then from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a reasonably detailed written request therefor (consistent with the detail provided by such Lender to similarly situated borrowers), the Borrower shall pay to such Lender, in Dollars, such additional amount or amounts as will compensate such Lender or such entity for such reduction.

(c) A certificate prepared in good faith as to any additional amounts payable pursuant to this Section 2.19 submitted by any Lender to the Borrower (with a copy to the Administrative Agent) shall be presumptively correct in the absence of demonstrable error. Notwithstanding anything to the contrary in this Section 2.19, the Borrower shall not be required to compensate a Lender pursuant to this Section 2.19 for any amounts incurred more than 180 days prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefor; provided, that if the circumstances giving rise to such claim have a retroactive effect, then such 180-day period shall be extended to include the period of such retroactive effect. The obligations of the Borrower pursuant to this Section 2.19 shall survive the termination of this Agreement and the payment of the Obligations. Notwithstanding the foregoing, the Borrower shall not be obligated to make payment to any Lender with respect to penalties,

interest and expenses if written demand therefor was not made by such Lender within 180 days from the date on which such Lender makes payment for such penalties, interest and expenses.

(d) Notwithstanding anything in this Section 2.19 to the contrary, solely for purposes of this Section 2.19, (i) the Dodd Frank Wall Street Reform and Consumer Protection Act, and all requests, rules, regulations, guidelines and directives promulgated thereunder or issued in connection therewith and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall, in each case, be deemed to have been enacted, adopted or issued, as applicable, subsequent to the Closing Date.

2.20 Taxes.

(a) Except as otherwise provided in this Agreement or as required by law, all payments made by or on account of the Borrower or any Loan Party under this Agreement and the other Loan Documents to any Recipient under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes. If applicable law requires withholding or deduction of any Tax from any such payment, the Borrower, any other Loan Party or other withholding agent shall make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law. If any Indemnified Taxes or Other Taxes are required to be deducted or withheld from any such payments, the amounts so payable to the applicable Recipient shall be increased to the extent necessary so that after deduction or withholding of such Indemnified Taxes and Other Taxes (including Indemnified Taxes or Other Taxes attributable to amounts payable under this Section 2.20(a)) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) In addition, the Borrower or any Loan Party under this Agreement and the other Loan Documents shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Taxes are payable by the Borrower or any Loan Party under this Agreement or the other Loan Documents, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for the account of the Administrative Agent or Lender, as the case may be, a certified copy of an original official receipt received by the Borrower or Loan Party showing payment thereof if such receipt is obtainable, or, if not, such other evidence of payment as may reasonably be required by the Administrative Agent or such Lender.

(d) The Borrower shall indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes, including any amounts payable pursuant to this Section 2.20, payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any incremental Taxes and reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability prepared in good faith and delivered to the Borrower by a Recipient (with a copy to the Administrative Agent if applicable) shall be conclusive absent manifest error.

(e) Each Lender that is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) (a "Non-US Lender") shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) (A) (i) two accurate and complete copies of IRS Form W-8ECI, W-8BEN or W-8BEN-E, as applicable, (ii) in the case of a Non-US Lender claiming exemption from U.S. federal withholding tax under

Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", a statement substantially in the form of Exhibit F and two accurate and complete copies of IRS Form W-8BEN or W-8BEN-E, or any subsequent versions or successors to such forms, in each case properly completed and duly executed by such Non-US Lender claiming complete exemption from, or reduced rate of, U.S. federal withholding tax on all payments by the Borrower or any Loan Party under this Agreement and the other Loan Documents, or (iii) IRS Form W-8IMY (or any applicable successor form) and all necessary attachments (including the forms described in clauses (i) and (ii) above, provided that if the Non-US Lender is a partnership, and one or more of the partners is claiming portfolio interest treatment, the certificate in the form of Exhibit F may be provided by such Non-US Lender on behalf of such partners) and (B) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made. Such forms shall be delivered by each Non-US Lender on or about the date it becomes a party to this Agreement (or, in the case of any Participant, on or about the date such Participant purchases the related participation). In addition, each Non-US Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Non-US Lender, and from time to time thereafter if reasonably requested by the Borrower or the Administrative Agent. Each Non-US Lender shall promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower and the Administrative Agent (or any other form of certification adopted by the United States taxing authorities for such purpose). Notwithstanding any other provision of this paragraph, a Non-US Lender shall not be required to deliver any form pursuant to this paragraph that such Non-US Lender is not legally able to deliver provided that it shall promptly notify the Borrower and the Administrative Agent in writing of such inability.

(f) [reserved]

(g) Each Lender that is a United States person (as such term is defined in Section 7701(a)(30) of the Code) (a "US Lender") shall deliver to the Borrower and the Administrative Agent two accurate and complete copies of IRS Form W-9, or any subsequent versions or successors to such form and certify that such Lender is not subject to backup withholding. Such forms shall be delivered by each US Lender on or about the date it becomes a party to this Agreement. In addition, each US Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such US Lender, and from time to time thereafter if reasonably requested by the Borrower or the Administrative Agent. Each US Lender shall promptly notify the Borrower at any time it determines that it is no longer in a position to provide any previously delivered certifications to the Borrower (or any other form of certification adopted by the United States taxing authorities for such purpose).

(h) If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified pursuant to this Section 2.20 (including by the payment of additional amounts pursuant to this Section 2.20), it shall promptly pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid under this Section 2.20 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such Recipient and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that such indemnifying party, upon the request of such Recipient, agrees to repay the amount paid over to the indemnifying party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority other than any such penalties, interest or other charges resulting from the gross negligence or willful misconduct of the relevant Recipient (as determined by a final and non-appealable judgment of a court of competent jurisdiction)) to such Recipient in the event such Recipient is required to repay such refund to such Governmental Authority; provided, further, that such

Recipient shall, at the indemnifying party's request, provide a copy of any notice of assessment or other evidence of the requirement to pay such refund received from the relevant Governmental Authority (provided that the Recipient may delete any information therein that it deems confidential). This paragraph shall not be construed to require any Recipient to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person. In no event will any Recipient be required to pay any amount to an indemnifying party the payment of which would place such Recipient in a less favorable net after-Tax position than such Recipient would have been in if the indemnification payments or additional amounts giving rise to such refund of any Indemnified Taxes or Other Taxes had never been paid.

(i) [reserved]

(j) If a payment made to a Lender under any Loan Document would be subject to withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or Administrative Agent as may be necessary for the Borrower and Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this Section 2.20(j), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(k) To the extent required by any applicable laws, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. Without limiting the provisions of this Section 2.20, each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.6(c)(iii) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (k).

(l) The agreements in this Section 2.20 shall survive the termination of this Agreement and payment of the Loans and all other amounts payable under any Loan Document, the resignation of the Administrative Agent and any assignment of rights by, or replacement of, any Lender.

(m) For purposes of this Section 2.20, for the avoidance of doubt, applicable law includes FATCA.

2.21 Indemnity. Other than with respect to Taxes, which shall be governed solely by Section 2.20, the Borrower agrees to indemnify each Lender for, and to hold each Lender harmless from,

any loss or expense (other than lost profits, including the loss of the interest rate margin) that such Lender actually sustains or incurs as a consequence of (a) any failure by the Borrower in making a borrowing of, conversion into or continuation of SOFR Loans after the Borrower has given notice requesting the same in accordance with the provisions of this Agreement, (b) any failure by the Borrower in making any prepayment of or conversion from SOFR Loans after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment, conversion or continuation of SOFR Loans on a day that is not the last day of an Interest Period with respect thereto. A reasonably detailed certificate as to (showing in reasonable detail the calculation of) any amounts payable pursuant to this Section 2.21 submitted to the Borrower by any Lender shall be presumptively correct in the absence of demonstrable error. This covenant shall survive the termination of this Agreement and the payment of the Obligations.

2.22 Illegality. Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof, in each case, first made after the Closing Date, shall make it unlawful for any Lender to make or maintain SOFR Loans as contemplated by this Agreement, such Lender shall promptly give notice thereof to the Administrative Agent and the Borrower, and (a) the commitment of such Lender hereunder to make SOFR Loans, continue SOFR Loans as such and convert ABR Loans to SOFR Loans shall be suspended during the period of such illegality and (b) such Lender's Loans then outstanding as SOFR Loans, if any, shall be converted automatically to ABR Loans on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law. If any such conversion of a SOFR Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to Section 2.21.

2.23 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to payments of additional amounts pursuant to of Section 2.19, 2.20(a) or 2.22 with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) that would, in the Lender's judgment, avoid or minimize any amounts payable pursuant to such Sections (including by designating another lending office for any Loans affected by such event with the object of avoiding the consequences of such event); provided, that such designation is made on terms that, in the good faith judgment of such Lender, cause such Lender and its lending office(s) to suffer no economic, legal or regulatory disadvantage or unreimbursed cost or expense; provided, further, that nothing in this Section 2.23 shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 2.19, 2.20(a) or 2.22. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with such designation or assignment.

2.24 Replacement of Lenders. The Borrower shall be permitted to (a) replace with a financial entity or financial entities or (b) prepay or terminate the Loans or Commitments, as applicable, of any Lender (each such Lender, a "Replaced Lender") that (i) requests reimbursement for amounts owing or otherwise results in increased costs imposed on the Borrower or on account of which the Borrower is required to pay additional amounts to any Governmental Authority, in each case, pursuant to Section 2.19, 2.20 or 2.21 (to the extent a request made by a Lender pursuant to the operation of Section 2.21 is materially greater than requests made by other Lenders) or gives a notice of illegality pursuant to Section 2.22, (ii) is a Disqualified Institution or a Defaulting Lender, or (iii) has refused to consent to any waiver or amendment with respect to any Loan Document that requires such Lender's consent and has been consented to by the Required Lenders; provided, that:

(a) such replacement does not conflict with any Requirement of Law;

(b) the replacement financial entity or financial entities shall purchase, at par, all Loans and other amounts owing to such Replaced Lender on or prior to the date of replacement;

(c) the Borrower shall be liable to such Replaced Lender under Section 2.21 (as though Section 2.21 were applicable) if any SOFR Loan owing to such Replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto;

(d) the replacement financial entity or financial entities, (x) if not already a Lender, shall be reasonably satisfactory to the Administrative Agent to the extent that an assignment to such replacement financial institution of the rights and obligations being acquired by it would otherwise require the consent of the Administrative Agent pursuant to Section 10.6(b)(i)(2) and (y) shall pay (unless otherwise paid by the Borrower) any processing and recordation fee required under Section 10.6(b)(ii)(2);

(e) the Administrative Agent and any replacement financial entity or entities shall execute and deliver, and such Replaced Lender shall thereupon be deemed to have executed and delivered, an appropriately completed Assignment and Assumption to effect such substitution;

(f) the Borrower shall pay all additional amounts (if any) required pursuant to Section 2.19 or 2.20, as the case may be, in respect of any period prior to the date on which such replacement shall be consummated;

(g) in respect of a replacement pursuant to clause (iii) above, the replacement financial entity or financial entities shall consent to such amendment or waiver;

(h) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the Replaced Lender;

(i) if such replacement, prepayment or termination is in connection with a waiver or amendment with respect to any Loan Document prior to the second anniversary of the Closing Date, the Borrower or the replacement Lender shall pay the Replaced Lender a fee equal to the Applicable Premium of the aggregate principal amount of its Term Loans required to be assigned, prepaid or terminated pursuant to this Section 2.24, calculated as if such amount was being prepaid under Section 2.11; and

(j) in the case of any such replacement resulting from a requirement that the Borrower pay additional amounts pursuant to Section 2.20 or 2.21, such replacement will result in a reduction in such payments thereafter.

Prepayments pursuant to this Section 2.24 (i) shall be accompanied by accrued and unpaid interest on the principal amount so prepaid up to the date of such prepayment and (ii) shall not be subject to the provisions of Section 2.18. In connection with any such replacement under this Section 2.24, if the Replaced Lender does not execute and deliver to the Administrative Agent a duly completed Assignment and Assumption and/or any other documentation necessary to reflect such replacement by the later of (a) the date on which the replacement Lender executes and delivers such Assignment and Assumption and/or such other documentation and (b) the date as of which all obligations of the Borrower owing to the Replaced Lender relating to the Loans and participations so assigned shall be paid in full to such Replaced Lender, then such Replaced Lender shall be deemed to have executed and delivered such Assignment and Assumption and/or such other documentation as of such date and the Borrower shall be entitled (but not obligated) to execute and deliver such Assignment and Assumption and/or such other documentation on behalf of such Replaced Lender, and the Administrative Agent shall record such assignment in the Register.

2.25 [Reserved].

2.26 Extension of Term Loans.

(a) The Borrower may at any time and from time to time request that all or a portion of the Term Loans of one or more Tranches existing at the time of such request (each, an "Existing Tranche", and the Term Loans of such Tranche, the "Existing Loans") be converted to extend the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of any Existing Tranche (any such Existing Tranche which has been so extended, an "Extended Tranche"; and the Term Loans of such Extended Tranches, the "Extended Loans") and to provide for other terms consistent with this Section 2.26; provided, that (i) any such request shall be made by the Borrower to all Lenders with Term Loans with a like maturity date (whether under one or more Tranches) on a pro rata basis (based on the aggregate outstanding principal amount of the applicable Term Loans) and (ii) any applicable Minimum Extension Condition shall be satisfied unless waived by the Borrower in its sole discretion. In order to establish any Extended Tranche, the Borrower shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Existing Tranche) (an "Extension Request") setting forth the proposed terms of the Extended Tranche to be established, which terms shall be substantially similar to those applicable to the Existing Tranche from which they are to be extended (the "Specified Existing Tranche"), except (x) all or any of the final maturity or termination dates of such Extended Tranches may be delayed to later dates than the final maturity or termination dates of the Specified Existing Tranche, (y)(A) the interest margins with respect to the Extended Tranche may be higher or lower than the interest margins for the Specified Existing Tranche and/or (B) additional fees may be payable to the Lenders providing such Extended Tranche in addition to or in lieu of any increased margins contemplated by the preceding clause (A) and/or (C) prepayment premiums may be different and (z) in the case of an Extended Tranche, so long as the Weighted Average Life to Maturity of such Extended Tranche would be no shorter than the remaining Weighted Average Life to Maturity of the Specified Existing Tranche, amortization rates with respect to the Extended Tranche may be higher or lower than the amortization rates for the Specified Existing Tranche, in each case to the extent provided in the applicable Extension Amendment; provided, that, notwithstanding anything to the contrary in this Section 2.26 or otherwise, assignments and participations of Extended Tranches shall be governed by the same or, at the Borrower's discretion, more restrictive assignment and participation provisions applicable to Term Loans set forth in Section 10.6. No Lender shall have any obligation to agree to have any of its Existing Loans converted into an Extended Tranche pursuant to any Extension Request. Any Extended Tranche shall constitute a separate Tranche of Loans from the Specified Existing Tranches and from any other Existing Tranches (and any other Extended Tranches so established on such date).

(b) The Borrower shall provide the applicable Extension Request at least 10 Business Days (or such shorter period as the Administrative Agent may agree to) prior to the date on which Lenders under the applicable Existing Tranche or Existing Tranches are requested to respond. Any Lender (an "Extending Lender") wishing to have all or a portion of its Specified Existing Tranche converted into an Extended Tranche shall notify the Administrative Agent (each, an "Extension Election") on or prior to the date specified in such Extension Request of the amount of its Specified Existing Tranche that it has elected to convert into an Extended Tranche. In the event that the aggregate amount of the Specified Existing Tranche subject to Extension Elections exceeds the amount of Extended Tranches requested pursuant to the Extension Request, the Specified Existing Tranches subject to Extension Elections shall be converted to Extended Tranches on a pro rata basis based on the amount of Specified Existing Tranches included in each such Extension Election. In connection with any extension of Loans pursuant to this Section 2.26 (each, an "Extension"), the Borrower shall agree to such procedures regarding timing, rounding and other administrative adjustments to ensure reasonable administrative management of the credit facilities hereunder after such Extension, as may be established by, or acceptable to, the Administrative Agent and the Borrower, in each case acting reasonably to accomplish the purposes of this Section 2.26.

(c) Extended Tranches shall be established pursuant to an amendment (an "Extension Amendment") to this Agreement (which may include amendments to provisions related to maturity, interest margins, prepayment premiums or fees referenced in clauses (x) and (y) of Section 2.26(a), or, in the case

of Extended Tranches, amortization rates referenced in clause (z) of Section 2.26(a), and which, in each case, except to the extent expressly contemplated by the last sentence of this Section 2.26(c) and notwithstanding anything to the contrary set forth in Section 10.1, shall not require the consent of any Lender other than the Extending Lenders with respect to the Extended Tranches established thereby) executed by the Loan Parties, the Administrative Agent, and the Extending Lenders. Subject to the requirements of this Section 2.26 and without limiting the generality or applicability of Section 10.1 to any Section 2.26 Additional Amendments, any Extension Amendment may provide for additional terms and/or additional amendments other than those referred to or contemplated above (any such additional amendment, a "Section 2.26 Additional Amendment") to this Agreement and the other Loan Documents; provided, that such Section 2.26 Additional Amendments do not become effective prior to the time that such Section 2.26 Additional Amendments have been consented to (including pursuant to consents applicable to holders of any Extended Tranches provided for in any Extension Amendment) by such of the Lenders, Loan Parties and other parties (if any) as may be required in order for such Section 2.26 Additional Amendments to become effective in accordance with Section 10.1; provided, further, that no Extension Amendment may provide for (i) any Extended Tranche to be secured by any Collateral or other assets of any Loan Party that does not also secure the Existing Tranches or be guaranteed by any Person other than the Guarantors and (ii) so long as any Existing Tranches are outstanding, any mandatory or voluntary prepayment provisions that do not also apply to the Existing Tranches (other than Existing Tranches (as in effect prior to the applicable Extension Amendment) secured on a junior basis by the Collateral or ranking junior in right of payment, which shall be subject to junior prepayment provisions) on at least a pro rata basis (nor otherwise provide for more favorable prepayment treatment for Extending Tranches than such Existing Tranches as contemplated by Section 2.12). Notwithstanding anything to the contrary in Section 10.1, any such Extension Amendment may, without the consent of any other Lenders, effect such amendments to any Loan Documents as may be necessary or appropriate, in the reasonable judgment of the Borrower and the Administrative Agent, to effect the provisions of this Section 2.26; provided, that the foregoing shall not constitute a consent on behalf of any Lender to the terms of any Section 2.26 Additional Amendment.

(d) Notwithstanding anything to the contrary contained in this Agreement, on any date on which any Existing Tranche is converted to extend the related scheduled maturity or termination date(s) in accordance with Section 2.26(a) above (an "Extension Date"), in the case of the Specified Existing Tranche of each Extending Lender, the aggregate principal amount of such Specified Existing Tranche shall be deemed reduced by an amount equal to the aggregate principal amount of the Extended Tranche so converted by such Lender on such date, and such Extended Tranches shall be established as a separate Tranche from the Specified Existing Tranche and from any other Existing Tranches (and any other Extended Tranches so established on such date).

(e) If, in connection with any proposed Extension Amendment, any Lender declines to consent to the applicable extension on the terms and by the deadline set forth in the applicable Extension Request (each such other Lender, a "Non-Extending Lender") then the Borrower may, on notice to the Administrative Agent and the Non-Extending Lender, replace such Non-Extending Lender by causing such Lender to (and such Lender shall be obligated to) assign pursuant to Section 10.6 (with the assignment fee and any other costs and expenses to be paid by the Borrower or the assignee in such instance) all of its rights and obligations under this Agreement to one or more assignees; provided, that neither the Administrative Agent nor any Lender shall have any obligation to the Borrower to find a replacement Lender; provided, further, that the applicable assignee shall have agreed to provide Extended Loans on the terms set forth in such Extension Amendment; provided, further, that all obligations of the Borrower owing to the Non-Extending Lender relating to the Existing Loans so assigned (including pursuant to Section 2.21 (as though Section 2.21 were applicable) and any premiums payable pursuant to Section 2.10) shall be paid in full by the assignee Lender to such Non-Extending Lender concurrently with such Assignment and Assumption. In connection with any such replacement under this Section 2.26, if the Non-Extending Lender does not execute and deliver to the Administrative Agent a duly completed Assignment and

Assumption by the later of (A) the date on which the replacement Lender executes and delivers such Assignment and Assumption and (B) the date as of which all obligations of the Borrower owing to the Non-Extending Lender relating to the Existing Loans so assigned shall be paid in full to such Non-Extending Lender, then such Non-Extending Lender shall be deemed to have executed and delivered such Assignment and Assumption as of such date and the Borrower shall be entitled (but not obligated) to execute and deliver such Assignment and Assumption on behalf of such Non-Extending Lender.

(f) Following any Extension Date, with the written consent of the Borrower, any Non-Extending Lender may elect to have all or a portion of its Existing Loans deemed to be an Extended Loan under the applicable Extended Tranche on any date (each date a "Designation Date") prior to the maturity or termination date of such Extended Tranche; provided, that such Lender shall have provided written notice to the Borrower and the Administrative Agent at least 10 Business Days prior to such Designation Date (or such shorter period as the Administrative Agent may agree in its reasonable discretion); provided, further, that no greater amount shall be paid by or on behalf of the Borrower or any of its Affiliates to any such Non-Extending Lender as consideration for its extension into such Extended Tranche than was paid to any Extending Lender as consideration for its Extension into such Extended Tranche. Following a Designation Date, the Existing Loans held by such Lender so elected to be extended will be deemed to be Extended Loans of the applicable Extended Tranche, and any Existing Loans held by such Lender not elected to be extended, if any, shall continue to be "Existing Loans" of the applicable Tranche.

(g) With respect to all Extensions consummated by the Borrower pursuant to this Section 2.26, (i) such Extensions shall not constitute optional or mandatory payments or prepayments for purposes of Sections 2.11 and 2.12 and (ii) no Extension Request is required to be in any minimum amount or any minimum increment, provided, that the Borrower may at its election specify as a condition (a "Minimum Extension Condition") to consummating any such Extension that a minimum amount (to be determined and specified in the relevant Extension Request in the Borrower's sole discretion and which may be waived by the Borrower) of Existing Loans of any or all applicable Tranches be extended. The Administrative Agent and the Lenders hereby consent to the transactions contemplated by this Section 2.26 (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Loans on such terms as may be set forth in the relevant Extension Request) and hereby waive the requirements of any provision of this Agreement (including Sections 2.8, 2.11 and 2.12) or any other Loan Document that may otherwise prohibit any such Extension or any other transaction contemplated by this Section 2.26.

2.27 Defaulting Lenders.

(a) Defaulting Lender Cure. If the Borrower and the Administrative Agent agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any cash collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held pro rata by the Lenders in accordance with the Commitments under the applicable Facility, whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(b) Defaulting Lender Waterfall. Any payment of principal, interest or other amounts (other than the payment of default interest under Section 2.15(d), which in each case shall be applied

pursuant to the provisions of that Section) received by the Administrative Agent for the account of any Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section VIII or otherwise) shall be applied by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent pursuant to Section 9.7; *second*, as the Borrower may request (so long as no Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement; *third*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement; *fourth*, to the payment of any amounts owing to the Lenders as a result of any final non-appealable judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *fifth*, so long as no Default exists, to the payment of any amounts owing to the Borrower as a result of any final non-appealable judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *sixth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided, that if such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, such payment shall be applied solely to pay the Loans of all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders pro rata in accordance with the Commitments under the applicable Facility. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to be held as security in a cash collateral account pursuant to this Section 2.27(b) shall be deemed paid to and redirected by such Defaulting Lender and shall satisfy the Borrower's payment obligation in respect thereof in full, and each Lender irrevocably consents hereto.

SECTION III. [RESERVED]

SECTION IV. REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into this Agreement and to make the Loans, the Borrower hereby represents and warrants (as to itself and each of its Subsidiaries) to the Agents and each Lender, which representations and warranties shall be deemed made on the Closing Date (after giving effect to the Transactions) and on the date of each borrowing of Loans hereunder that:[11]

4.1 Financial Condition. The audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at [December 31, 2022][12], and the related statements of income, stockholders' equity and of cash flows for the fiscal year[s] ended on such date, reported on by and accompanied by an unqualified report from [KPMG LLP], present fairly in all material respects the financial condition of the Borrower and its consolidated Subsidiaries as at such dates and the results of their operations, their cash flows and their changes in stockholders' equity for the respective fiscal years then ended. All such financial statements, including the related schedules and notes thereto and year-end adjustments, have been prepared in accordance with GAAP (except as otherwise noted therein).

4.2 No Change. Since the Disclosure Statement Date, there has been no event, development or circumstance that has had or would reasonably be expected to have a Material Adverse Effect.

[11] NTD: Reps and warranties subject to review by Revlon.

[12] NTD: Relevant financials TBD for purposes of this representation.

4.3 Existence; Compliance with Law. Each of the Borrower and its Subsidiaries (other than any Immaterial Subsidiaries) (a) (i) is duly organized (or incorporated), validly existing and in good standing (or, only where applicable, the equivalent status (if any) in any foreign jurisdiction) under the laws of the jurisdiction of its organization or incorporation, except in each case (other than with respect to the Borrower) to the extent such failure to do so would not reasonably be expected to have a Material Adverse Effect, (ii) has the corporate or other organizational power and authority, and the legal right, to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect and (iii) is duly qualified as a foreign corporation or other entity and in good standing (where such concept is relevant) under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification except, in each case, to the extent that the failure to be so qualified or in good standing (where such concept is relevant) would not have a Material Adverse Effect and (b) is in compliance with all Requirements of Law except to the extent that any such failure to comply therewith would not reasonably be expected to have a Material Adverse Effect.

4.4 Corporate Power; Authorization; Enforceable Obligations.

(a) Each Loan Party has the corporate or other organizational power and authority to execute and deliver, and perform its obligations under, the Loan Documents to which it is a party and, in the case of the Borrower, to borrow hereunder, except in each case (other than with respect to the Borrower) to the extent such failure to do so would not reasonably be expected to have a Material Adverse Effect. Each Loan Party has taken all necessary corporate or other action to authorize the execution and delivery of, and the performance of its obligations under, the Loan Documents to which it is a party and, in the case of the Borrower, to authorize the extensions of credit on the terms and conditions of this Agreement, except in each case (other than with respect to the Borrower) to the extent such failure to do so would not reasonably be expected to have a Material Adverse Effect.

(b) No consent or authorization of, filing with, or notice to, any Governmental Authority is required to be obtained or made by any Loan Party for the extensions of credit hereunder or such Loan Party's execution and delivery of, or performance of its obligations under, or validity or enforceability of, this Agreement or any of the other Loan Documents to which it is party, as against or with respect to such Loan Party, except (i) consents, authorizations, filings and notices which have been obtained or made and are in full force and effect, (ii) consents, authorizations, filings and notices the failure of which to obtain would not reasonably be expected to have a Material Adverse Effect and (iii) the filings referred to in Section 4.17.

(c) Each Loan Document has been duly executed and delivered on behalf of each Loan Party that is a party thereto. Assuming the due authorization of, and execution and delivery by, the parties thereto (other than the applicable Loan Parties), this Agreement constitutes, and each other Loan Document upon execution and delivery by each Loan Party that is a party thereto will constitute, a legal, valid and binding obligation of each such Loan Party that is a party thereto, enforceable against each such Loan Party in accordance with its terms [(provided, that, with respect to the creation and perfection of security interests with respect to the Capital Stock of Foreign Subsidiaries, only to the extent enforceability thereof is governed by the Uniform Commercial Code [or the PPSA])], except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law) and the implied covenants of good faith and fair dealing.

4.5 No Legal Bar. Assuming the consents, authorizations, filings and notices referred to in Section 4.4(b) are obtained or made and in full force and effect, the execution, delivery and performance of this Agreement and the other Loan Documents by the Loan Parties thereto, the borrowings

hereunder and the use of the proceeds thereof will not (a) violate the organizational or governing documents of (i) the Borrower or (ii) except as would not reasonably be expected to have a Material Adverse Effect, any other Loan Party, (b) except as would not reasonably be expected to have a Material Adverse Effect, violate any Requirement of Law binding on Holdings, the Borrower or any of its Subsidiaries, (c) violate any material Contractual Obligation of Holdings, the Borrower or any of its Subsidiaries or (d) except as would not have a Material Adverse Effect, result in or require the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens permitted by Section 7.3).

4.6 No Material Litigation. Other than the Chapter 11 Cases, no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, threatened against the Borrower or any of its Subsidiaries or against any of their Properties which, taken as a whole, would reasonably be expected to have a Material Adverse Effect.[13]

4.7 No Default. No Default or Event of Default has occurred and is continuing.

4.8 Ownership of Property; Liens. Each of the Borrower and its Subsidiaries has good title in fee simple to, or a valid leasehold interest in, all of its Real Property, and good title to, or a valid leasehold interest in, all of its other Property (other than Intellectual Property), in each case, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, and none of such Real Property or other Property is subject to any Lien, except as permitted by the Loan Documents. Schedule 4.8 sets forth a correct and complete list of all Material Real Property as of the Closing Date.

4.9 Intellectual Property. Each of the Borrower and its Subsidiaries owns, or has a valid license or right to use, all Intellectual Property necessary for the conduct of its business as currently conducted free and clear of all Liens, except as permitted by the Loan Documents and except where the failure to do so would not reasonably be expected to have a Material Adverse Effect. To the Borrower's knowledge, neither the Borrower nor any of its Subsidiaries is infringing, misappropriating, diluting or otherwise violating any Intellectual Property rights of any Person in a manner that would reasonably be expected to have a Material Adverse Effect. The Borrower and its Subsidiaries take all reasonable actions that in the exercise of their reasonable business judgment should be taken to protect their Intellectual Property, including Intellectual Property that is confidential in nature, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

4.10 Taxes. Each of the Borrower and its Subsidiaries (a) has filed or caused to be filed all federal, state, provincial and other Tax returns that are required to be filed and (b) has paid or caused to be paid all taxes shown to be due and payable on said returns and all other taxes, fees or other charges imposed on it or on any of its Property by any Governmental Authority (other than (i) any returns or amounts that are not yet due or (ii) amounts the validity of which are currently being contested in good faith by appropriate proceedings and with respect to which any reserves required in conformity with GAAP have been provided on the books of the Borrower or such Subsidiary, as the case may be), except in each case where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

4.11 Federal Regulations. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used for any purpose that violates the provisions of the regulations of the Board.

4.12 ERISA and Canadian Pension Plans.

[13] NTD: TBD whether anything need to be scheduled.

(a) Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect: (i) neither a Reportable Event nor a failure to meet the minimum funding standards under Section 412 of the Code or Section 302 of ERISA has occurred during the five-year period prior to the date on which this representation is made with respect to any Single Employer Plan or Canadian Pension Plan, and each Single Employer Plan and Canadian Pension Plan has complied with the applicable provisions of ERISA and the Code; (ii) no termination of a Single Employer Plan or Canadian Pension Plan has occurred, and no Lien in favor of the PBGC or a Plan has arisen on the assets of any Loan Party or any other Commonly Controlled Entity, during such five-year period; the present value of all accrued benefits under each Single Employer Plan and Canadian Pension Plan (based on those assumptions used to fund such Plans and Canadian Pension Plans) did not, as of [December 31, 2021][14], exceed the value of the assets of such Single Employer Plan or Canadian Pension Plan allocable to such accrued benefits; (iii) no Loan Party or any other Commonly Controlled Entity has had a complete or partial withdrawal from any Multiemployer Plan that has resulted or would reasonably be expected to result in a liability under ERISA; (iv) no Loan Party or any other Commonly Controlled Entity would become subject to any liability under ERISA if such Loan Party or such Commonly Controlled Entity were to withdraw completely from all Multiemployer Plans as of the valuation date most closely preceding the date on which this representation is made; and (v) no Multiemployer Plan is Insolvent or is in endangered or critical status (within the meaning of Section 432 of the Code or Section 305 of ERISA). [No Canadian Pension Plan is a Canadian Multiemployer Plan.]

(b) The Borrower and its Subsidiaries have not incurred, and do not reasonably expect to incur, any liability under ERISA or the Code with respect to any Plan which is subject to Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA that is maintained or contributed to by a Commonly Controlled Entity (other than the Borrower and its Subsidiaries) merely by virtue of being treated as a single employer under Title IV of ERISA with the sponsor of such plan that would reasonably be likely to have a Material Adverse Effect.

4.13 Investment Company Act. No Loan Party is an "investment company," or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

4.14 Subsidiaries. Schedule 4.14 contains a structure chart showing all of the Subsidiaries of the Borrower as of the Closing Date, together with the name and jurisdiction of incorporation of each such Subsidiary, the breakdown of ownership of each class of Capital Stock of such Subsidiary and whether any such Subsidiary is an Excluded Subsidiary.[15]

4.15 Environmental Matters. Other than exceptions to any of the following that would not reasonably be expected to have a Material Adverse Effect, (A) none of the Borrower or any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law for the operation of the Business; or (ii) has become subject to any pending or threatened Environmental Liability and (B) to Borrower's knowledge, there are no existing facts or circumstances (including any presence or Release of Materials of Environmental Concern at any Real Property or any real property formerly owned or operated by Borrower or its Subsidiaries) that are reasonably likely to give rise to any Environmental Liability of Borrower or any of its Subsidiaries.

[14] NTD: Revlon to confirm latest valuation date.

[15] NTD: Rep to be conformed to Revlon structure chart to the extent applicable.

4.16 Accuracy of Information, etc. As of the Closing Date, no statement or written information (excluding the projections and pro forma financial information referred to below) contained in this Agreement, any other Loan Document or otherwise furnished to the Administrative Agent or the Lenders or any of them (in their capacities as such), by or on behalf of any Loan Party for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, including the Transactions, when taken as a whole, contained as of the date such statement, information or certificate was so furnished, any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not materially misleading. As of the Closing Date, the projections and pro forma financial information contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, in light of the circumstances under which they were made, it being recognized by the Agents and the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

4.17 Security Documents.[16]

(a) The Guarantee and Collateral Agreement is effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral described therein (other than Excluded Collateral) of a type in which a security interest can be created under Article 9 of the UCC (including any proceeds of any such item of Collateral). The Canadian Collateral Agreement is effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral described therein (other than Excluded Collateral) of a type in which a security interest can be created under the PPSA (including any proceeds of any such item of Collateral).

(b) The UK Security Agreements are effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral described therein (other than Excluded Collateral).

(c) In the case of (i) the Pledged Securities described in any Security Document (other than Excluded Collateral), when any stock or share certificates or notes, as applicable, representing such Pledged Securities are delivered to the Collateral Agent (or, in the case of Pledged Securities that are ABL Facility First Priority Collateral, the collateral agent under the ABL Facility Agreement pursuant to the Intercreditor Agreements) together with any proper indorsements executed in blank and such other actions have been taken with respect to the Pledged Securities of Foreign Subsidiaries as are required under the applicable Requirements of Law of the jurisdiction of organization of the applicable Foreign Subsidiary (it being understood that no such actions under applicable Requirements of Law of the jurisdiction of organization of the applicable Foreign Subsidiary shall be required by any Loan Document other than a registration of a financing statement or similar registration) and the terms of the relevant Security Document and (ii) the other Collateral described in the Security Documents (other than Excluded Collateral), when financing statements in appropriate form are filed in the offices specified on Schedule 4.17 and other filings are filed or registered, as applicable, in the applicable offices or system of registration (or, in the case of other Collateral not in existence on the Closing Date, such other offices or system of registration as may be appropriate) (which financing statements have been duly completed and executed (as applicable) and delivered to the Collateral Agent) and such other filings as are specified on Schedule 4.17 are made (or, in the case of other Collateral not in existence on the Closing Date, such other filings as may be appropriate),

[16] NTD: Subject to discussion and related revisions regarding Cayman Pledge Agreement.

the Collateral Agent shall have a fully perfected first priority Lien (or, with respect to the ABL Facility First Priority Collateral, a fully perfected second priority lien) in such Collateral (including any proceeds of any item of such Collateral) described in the Security Documents to which the Collateral Agent is a party (to the extent a security interest in such Collateral can be perfected through the filing of such documents and financing statements in the offices specified on Schedule 4.17 (or, in the case of other Collateral not in existence on the Closing Date, such other offices as may be appropriate) and the other filings specified on Schedule 4.17 (or, in the case of other Collateral not in existence on the Closing Date, such other filings or system of registration as may be appropriate), and through the delivery of the Pledged Securities required to be delivered pursuant to the ABL Intercreditor Agreement or any Other Intercreditor Agreement), as security for the Obligations, in each case prior in right to the Lien of any other Person (except (A) in the case of Collateral other than Pledged Securities that comprise stock of wholly-owned Subsidiaries, Liens permitted by Section 7.3 and (B) Liens having priority by operation of law) to the extent required by the Security Documents.

(d) [Upon the execution and delivery of any Mortgage to be executed and delivered pursuant to Section 6.8(b) or Section 6.10(b), such Mortgage shall be effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable Lien on the Mortgaged Property described therein and proceeds thereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law) and the implied covenants of good faith and fair dealing; and when such Mortgage is filed in the recording office designated by the Borrower and all relevant mortgage taxes and recording charges are duly paid, such Mortgage shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the applicable Loan Party in such Mortgaged Property and the proceeds thereof, as security for the Obligations (as defined in the relevant Mortgage), in each case subject only to Liens permitted by Section 7.3 or other encumbrances or rights permitted by the relevant Mortgage.]

4.18 Solvency. As of the Closing Date, the Borrower and its Subsidiaries are (on a consolidated basis), and immediately after giving effect to the Transactions to occur on the Closing Date and immediately following the application of the proceeds of each Loan made (or deemed to have been made) on the Closing Date will be, Solvent.

4.19 Anti-Terrorism. As of the Closing Date, Holdings, the Borrower and its Subsidiaries are in compliance with the USA Patriot Act and Canadian Anti-Money Laundering & Anti-Terrorism Legislation, except as would not reasonably be expected to have a Material Adverse Effect.

4.20 Use of Proceeds. The Borrower will use the proceeds of the Loans solely in compliance with Section 6.9 of this Agreement.

4.21 Labor Matters. Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against the Borrower or its Subsidiaries pending or, to the knowledge of the Borrower, threatened; (b) hours worked by and payment made to employees of the Borrower or its Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters; and (c) all payments due from the Borrower or any of its Subsidiaries on account of employee health and welfare insurance have been paid or accrued as a liability on the books of the Borrower or such Subsidiary, as applicable.

4.22 [Reserved].

4.23 Sanctions. No Loan Party, nor, to the knowledge of any Loan Party, any Related Party, (i) is currently the target of any Sanctions or (ii) is located or residing in or organized under the laws

of any Designated Jurisdiction, and no Loan Party (iii) is or has been (within the previous five years) engaged in any transaction with any Person who is now or was then the target of Sanctions or who is located, residing in or organized under the laws of any Designated Jurisdiction, in each case, in violation of any applicable Sanctions or (iv) is a Person that constitutes a Canadian Blocked Person. No Loan, nor the proceeds from any Loan, has been or will be used by any Loan Party, directly or knowingly indirectly, to lend, contribute, provide or has otherwise been made available to fund any activity or business in any Designated Jurisdiction or to fund any activity or business of any Person located, residing in or organized under the laws of any Designated Jurisdiction or who is the target of any Sanctions, or in any other manner that will, in each case, result in any violation by any party hereto (including any Lender, the Administrative Agent, the Lead Arranger or the Bookrunner) of Sanctions.

4.24 Anti-Corruption Compliance. The Borrower and each of its Subsidiaries (and all Persons acting on behalf of the Borrower and each of its Subsidiaries) are in compliance with applicable Anti-Corruption Laws and has implemented and maintains in effect policies and procedures reasonably designed to facilitate continued compliance. No part of the proceeds of the Loans has been or will be used by the Borrower or its Subsidiaries, directly or indirectly, for any payments to any Person, governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of any applicable Anti-Corruption Law.

4.25 Beneficial Ownership Certification. As of (a) the Closing Date, the information included in the Beneficial Ownership Certification delivered pursuant to Section 5.1(i)(B) is true and correct in all respects and (b) as of the date delivered, the information included in each Beneficial Ownership Certification delivered pursuant to Section 6.16 is true and correct in all respects.

SECTION V. CONDITIONS PRECEDENT

5.1 Conditions to Closing Date. The effectiveness of this Agreement and the agreement of each Initial Term Lender to make the initial extension of credit requested to be made (or to be deemed to be made) by it on the Closing Date is subject to the satisfaction (or waiver), prior to or concurrently with the making of such extension of credit on the Closing Date, of the following conditions precedent:

(a) Credit Agreement; Guarantee and Collateral Agreement and other Security Documents. The Administrative Agent shall have received (i) this Agreement, executed and delivered by Holdings and the Borrower, (ii) the Guarantee and Collateral Agreement, executed and delivered by Holdings, the Borrower and each Subsidiary Guarantor party thereto, (iii) the UK Security Documents, executed by the relevant Subsidiary Guarantor party thereo, (iii) the Canadian Collateral Agreement, executed by each Subsidiary Guarantor party thereto and (iv) the ABL Intercreditor Agreement, executed and delivered by Holdings, the Borrower, each Subsidiary Guarantor, the Collateral Agent and the collateral agent under the ABL Documents.[17]

(b) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to any of the Loan Documents shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality or a Material Adverse Effect) on the Closing Date.

(c) Borrowing Notice. The Administrative Agent shall have received a Committed Loan Notice from the Borrower with respect to the Initial Term Loans (including, for the avoidance of

[17] NTD: Subject to discussion regarding Cayman Pledge Agreement.

doubt, with respect to the Initial Terms Loans to be deemed to be made on the Closing Date pursuant to Section 2.1(a)(i) of this Agreement) in accordance with Section 2.2.

(d) Fees. (i) The Borrower shall have paid all fees, premiums and discounts due and payable under the Incremental New Money Commitment Letter and the First Lien Exit Facilities Term Sheet (as defined in the Restructuring Support Agreement), (ii) the Administrative Agent (A) shall have received all fees, discounts and premiums due and payable on or prior to the Closing Date in respect of the Initial Term Facility and (B) to the extent invoiced at least two Business Days prior to the Closing Date (or such later date as the Borrower may reasonably agree), shall have been reimbursed for all reasonable and documented out-of-pocket expenses (including the reasonable fees, charges and disbursements of [(i) Davis Polk & Wardwell LLP, counsel to the Lenders, (ii) Goodmans LLP, Canadian counsel to the Lenders and (iii)] [●], counsel to the Administrative Agent) required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document.

(e) Legal Opinion.[18] The Administrative Agent and each Lender shall have received an executed legal opinion of (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, special New York counsel to the Loan Parties, (ii) Osler, Hoskin and Harcourt LLP, special Canadian counsel to the Loan Parties, (iii) Walkers (Cayman) LLP, special Cayman Islands counsel to the Loan Parties and (iv) Freshfields Bruckhaus Deringer LLP, special English counsel to the Loan Parties, in each case, dated as of the Closing Date, addressed to the Agents and the Lenders, and in form and substance reasonably satisfactory to the Administrative Agent and the Lenders.

(f) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit requested to be made on such date.

(g) Closing Certificate. The Administrative Agent shall have received a certificate of the Borrower, dated as of the Closing Date, substantially in the form of Exhibit C.

(h) Secretary Certificates. Such certificates of good standing (to the extent such concept exists) from the applicable secretary of state of the state of organization of each Loan Party, certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party on the Closing Date.

(i) USA Patriot Act; Proceeds of Crime Act; Beneficial Ownership Certification. The Administrative Agent and the Lenders shall have received from the Borrower and each of the Loan Parties, at least 2 Business Days prior to the Closing Date, (A) all documentation and other information reasonably requested by the Administrative Agent or any Lender no less than 7 calendar days prior to the Closing Date that the Administrative Agent or any such Lender reasonably determines is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act and the Proceeds of Crime Act and (B) a Beneficial Ownership Certification in relation to the Borrower and each Subsidiary that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation.

(j) Filings. [Except as set forth on Schedule 6.10,] there shall have been delivered to the Collateral Agent in proper form for filing (x) each Uniform Commercial Code and PPSA financing statement and each intellectual property security agreement to be filed with the U.S. Patent and Trademark

[18] Note to Draft: local and special counsel TBD.

Office and the U.S. Copyright Office or the Canadian Intellectual Property Office, as applicable, in each case as required by the Guarantee and Collateral Agreement or the Canadian Collateral Agreement, as the case may be, in order to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a first priority perfected Lien (or, with respect to the ABL Facility First Priority Collateral, a fully perfected second priority Lien) on the Collateral described therein and (y) each Uniform Commercial Code and PPSA financing statement and each intellectual property security agreement to be filed with the U.S. Patent and Trademark Office, the U.S. Copyright Office and the Canadian Intellectual Property Office, in each case as required by the Security Documents (other than the Guarantee and Collateral Agreement or the Canadian Collateral Agreement) in order to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a first priority perfected Lien on the Collateral described therein.

(k) Pledged Stock; Stock Powers. [Except as set forth on Schedule 6.10,] the Collateral Agent (or, in the case of Pledged Securities that are ABL Facility First Priority Collateral, the collateral agent under the ABL Facility Agreement pursuant to the terms of the ABL Intercreditor Agreement) shall have received the certificates, if any, representing the shares of Pledged Stock held by a Loan Party pledged pursuant to the Guarantee and Collateral Agreement, Canadian Collateral Agreement, any UK Security Agreement or [the Cayman Pledge Agreement] (as applicable), together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof.

(l) Solvency Certificate. The Administrative Agent shall have received a solvency certificate signed by the chief financial officer on behalf of the Borrower, substantially in the form of Exhibit G, after giving effect to the Transactions or, at the Borrower's option, a solvency opinion from an independent investment bank or valuation firm of nationally recognized standing.

(m) Restructuring Plan Effective Date; Confirmation Order. (i) All conditions precedent to the confirmation and effectiveness of the Restructuring Plan, as set forth in the Restructuring Plan, shall have been satisfied or waived in accordance with the terms thereof, (ii) the Borrower shall have delivered to the Administrative Agent and the Lenders a docketed copy of the Confirmation Order, (iii) the effective date under the Restructuring Plan shall have occurred and (iv) no motion, action or proceeding by any creditor or other party-in-interest to the Chapter 11 Cases which could reasonably be expected to materially adversely affect the Restructuring Plan, the consummation of the Restructuring Plan, the business or operations of Loan Parties or the transactions contemplated by this Agreement or the Restructuring Plan shall be pending.

(n) Equity Rights Offering. The Equity Rights Offering (as defined in the Restructuring Support Agreement) shall have been consummated on terms consistent in all respects with the Restructuring Support Agreement, and Holdings shall have received gross proceeds in an amount no less than $670,000,000 from such Equity Rights Offering *minus* the amount of any reduction thereof as set forth in the Restructuring Support Agreement.

(o) Material Adverse Effect. Since the Disclosure Statement Date, there shall not have occurred any event, change, occurrence or circumstance that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

(p) Approvals. The Borrower and the other Loan Parties shall have received all approvals, consents, licenses and permits required in connection with the Facilities, which approvals, consents, licenses and permits remain in full force and effect, and shall have made or given all necessary filings and notices, as are required to consummate the transactions contemplated hereby without the occurrence of any default under or violation of (i) any Requirements of Law or (ii) any agreement, document or instrument to which any Loan Party is a party or by which any of them or their respective Properties is bound.

(q) English Loan Party Approvals. The Administrative Agent shall have received, in the case of the English Loan Party, a certificate from a director of that English Loan Party attaching and certifying that the following documents are correct, complete and in full force and effect and have not been amended or superseded as at the date of this Agreement: (i) a copy of the organizational documents of that English Loan Party; (ii) a copy of a resolution of the board of directors of that English Loan Party; and (iii) a copy of a resolution signed by all the holders of the issued shares in that English Loan Party.

(r) Financial Statements. The Administrative Agent and the Lenders shall have received (i) audited consolidated balance sheets and related statements of income and cash flows of the Borrower and its Subsidiaries for the fiscal year ended December 31, 2022, (ii) unaudited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of the Borrower and its subsidiaries for each subsequent fiscal quarter (other than fiscal year end) ended at least 45 days before the Closing Date and (iii) copies of satisfactory interim unaudited financial statements for each month ended since the last audited financial statements for which financial statements are available and will include each month ended at least 30 days before the Closing Date.[19]

(s) Lien Searches. The Collateral Agent shall have received the results of a recent lien search in each of the jurisdictions in which Uniform Commercial Code or PPSA financing statements will be made to evidence or perfect security interests required to be evidenced or perfected, and such search shall reveal no liens on any of the assets of the Loan Parties, except for Liens permitted by Section 7.3 or liens to be discharged on or prior to the Closing Date.

(t) No Litigation. Other than the Chapter 11 Cases, as of the Closing Date, there shall not be any litigation, action, suit, investigation or other arbitral, administrative or judicial proceeding pending or known by a Loan Party to be threatened against any Loan Party drawing into question any transaction contemplated by the Loan Documents, or that could reasonably be expected to have a Material Adverse Effect on the Loan Parties and their Subsidiaries, taken as a whole.

(u) ABL Facility. The ABL Facility Agreement and the other ABL Documents shall have become effective, and the Borrower shall have received gross proceeds in an amount no less than $[200,000,000] under the ABL Facility.

(v) [Reserved.]

(w) [New Foreign ABTL Facility. The Foreign ABTL Credit Agreement and the other Foreign ABTL Documents shall have become effective, and the Borrower shall have received gross proceeds in an amount no less than $[50,000,000] under the Foreign ABTL Facility.]

Notwithstanding anything herein to the contrary, to the extent that any security interest in the intended Collateral or any deliverable related to the perfection of security interests in the intended Collateral (other than any Collateral the security interest in which may be perfected by the filing of a Uniform Commercial Code or PPSA financing statement or the possession of stock certificates) is not or cannot be provided and/or perfected on the Closing Date (1) without undue burden or expense or (2) after the Borrower's use of commercially reasonable efforts to do so, then the provision and/or perfection of such security interest(s) or deliverable shall not constitute a condition precedent to the effectiveness of this Agreement and the making (or deemed making) of the initial extension of credit on the Closing Date; provided, that the Borrower hereby agrees to deliver, or cause to be delivered, such documents and instruments, or take or cause to be taken such other actions, in each case, as may be required to create and/or

[19] NTD: Revlon to confirm 2022 audit will be available by closing.

perfect such security interests within sixty (60) days after the Closing Date (subject to extensions approved by the Administrative Agent in its reasonable discretion).

5.2 Conditions to Each Extension of Credit After Closing Date. The agreement of each Lender to make any Loan hereunder on any date after the Closing Date is subject to the satisfaction (or waiver) of the following conditions precedent:

(a) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality or Material Adverse Effect), in each case on and as of such date as if made on and as of such date except to the extent that such representations and warranties relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality or Material Adverse Effect) as of such earlier date;

(b) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit requested to be made on such date; and

(c) Borrowing Notice. In the case of a borrowing of any Loans, the Administrative Agent shall have received a Committed Loan Notice from the Borrower in accordance with Section 2.2.

Each borrowing of a Loan by the Borrower hereunder after the Closing Date shall constitute a representation and warranty by the Borrower as of the date of such extension of credit that the conditions contained in this Section 5.2 have been satisfied.

SECTION VI. AFFIRMATIVE COVENANTS

The Borrower (on behalf of itself and each of its Subsidiaries) hereby agrees that, from and after the Closing Date, so long as the Commitments remain in effect or any Loan or other amount is owing to any Lender or any Agent hereunder (other than contingent or indemnification obligations not then due), the Borrower shall, and shall cause (except in the case of the covenants set forth in Section 6.1, Section 6.2, and Section 6.7) each of its Subsidiaries to:

6.1 Financial Statements. Furnish to the Administrative Agent for delivery to each Lender (which may be delivered via posting on the Platform):

(a) within 90 days after the end of each fiscal year of the Borrower, commencing with the fiscal year ending December 31, [2023], (i) a copy of the audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth, commencing with the financial statements with respect to the fiscal year ending December 31, [2023], in comparative form the figures as of the end of and for the previous year, reported on without qualification, exception or explanatory paragraph as to "going concern" or arising out of the scope of the audit (other than any such exception or explanatory paragraph (but not qualification) that is expressly solely with respect to, or expressly resulting solely from, an upcoming maturity of any Indebtedness occurring within one year from the time such report is delivered), by [KPMG LLP] or other independent certified public accountants of nationally recognized standing and (ii) a management's discussion and analysis of the important operational and financial developments during such fiscal year; and

(b) within 45 days [(or 75 days, in the case of the fiscal quarter of the Borrower ending June 30, 2023)] after the end of each of the first three quarterly periods of each fiscal year of the Borrower,

commencing with the fiscal quarter ending [●], [2023], (i) the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth, in comparative form the figures as of the end of and for the corresponding period in the previous year, certified by a Responsible Officer as fairly presenting in all material respects the financial condition of the Borrower and its consolidated Subsidiaries in conformity with GAAP (subject to normal year-end audit adjustments and the lack of complete footnotes) and (ii) a management's discussion and analysis of the important operational and financial developments during such fiscal quarter.

All such financial statements shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as disclosed therein and except in the case of the financial statements referred to in clause (b), for customary year-end adjustments and the absence of complete footnotes). Any financial statements or other deliverables required to be delivered pursuant to this Section 6.1 and any financial statements or reports required to be delivered pursuant to clause (d) of Section 6.2 shall be deemed to have been furnished to the Administrative Agent on the date that (i) such financial statements or deliverable (as applicable) are posted on the SEC's website at www.sec.gov or the website for the Borrower and (ii) the Administrative Agent has been provided written notice of such posting.

Documents required to be delivered pursuant to this Section 6.1 may also be delivered by posting such documents electronically with written notice of such posting to the Administrative Agent, and if so posted, shall be deemed to have been delivered on the date on which such documents are posted on the Borrower's behalf on the Platform.

6.2 Certificates; Other Information. Furnish to the Administrative Agent for delivery to each Lender or, in the case of clause (e), to the relevant Lender (in each case, which may be delivered via posting on the Platform):

(a) each Borrowing Base Certificate (as defined in the ABL Facility Agreement) concurrent with the delivery thereof under the ABL Facility Agreement;

(b) concurrently with the delivery of any financial statements pursuant to Section 6.1, commencing with delivery of financial statements for the first period ending after the Closing Date, (i) a Compliance Certificate of a Responsible Officer on behalf of the Borrower stating that such Responsible Officer has obtained no knowledge of any Default or Event of Default that has occurred and is continuing except as specified in such certificate and (ii) to the extent not previously disclosed to the Administrative Agent, (x) a description of any Default or Event of Default that occurred, (y) a description of any new Subsidiary and of any change in the name or jurisdiction of organization of any Loan Party since the date of the most recent list delivered pursuant to this clause (or, in the case of the first such list so delivered, since the Closing Date) to the extent not previously disclosed pursuant to Section 6.8 and (z) solely in the case of financial statements delivered pursuant to Section 6.1(a), a listing of any registrations of or applications for Intellectual Property by any Loan Party filed since the last such report, together with a listing of any intent-to-use applications for trademarks or service marks for which a statement of use or an amendment to allege use has been filed since the last such report;

(c) not later than 90 days after the end of each fiscal year of the Borrower, commencing with the fiscal year ending December 31, [2023], a consolidated forecast for the following fiscal year (including a projected consolidated balance sheet of the Borrower and its Subsidiaries as of the end of the following fiscal year and the related consolidated statements of projected cash flow and projected income);

(d) promptly after the same become publicly available, copies of all financial statements and material reports that Holdings sends to the holders of any class of its publicly traded debt securities or public equity securities (except for those provided solely to the Permitted Investors), in each case to the extent not already provided pursuant to Section 6.1 or any other clause of this Section 6.2;

(e) promptly, such additional financial and other information regarding the operations, business affairs and financial condition of the Borrower or any Subsidiary as the Administrative Agent (for its own account or upon the request from any Lender) may from time to time reasonably request to the extent such additional financial or other information is reasonably available to, or can be reasonably obtained by, the Borrower; and

(f) within a reasonable period following the delivery of any financial statements pursuant to Section 6.1, dial-in details in respect of a conference call with Lenders (which may be satisfied by a call with holders of Holdings' publicly listed debt or equity securities attended by any Lender) and during which representatives from the Borrower will be available to discuss the details of the relevant financial statements and otherwise address additional matters in a manner consistent with the Borrower's past practice.

Notwithstanding anything to the contrary in this Section 6.2, (a) none of the Borrower or any of its Subsidiaries will be required to disclose any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited or restricted by Requirements of Law or any binding agreement or obligation, (iii) is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) constitutes classified information and (b) unless such material is identified in writing by the Borrower as "Public" information, the Administrative Agent shall deliver such information only to "private-side" Lenders (i.e., Lenders that have affirmatively requested to receive information other than Public Information).

Documents required to be delivered pursuant to this Section 6.2 may be delivered by posting such documents electronically and if so posted, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website or (ii) on which such documents are posted on the Borrower's behalf on the Platform.

6.3 Payment of Taxes. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its Taxes, governmental assessments and governmental charges (other than Indebtedness), except (a) where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves required in conformity with GAAP with respect thereto have been provided on the books of the Borrower or its Subsidiaries, as the case may be, or (b) to the extent that failure to pay or satisfy such obligations would not reasonably be expected to have a Material Adverse Effect.

6.4 Conduct of Business; Maintenance of Existence; Compliance with Requirements of Law. (a) Preserve and keep in full force and effect its corporate or other existence and take all reasonable action to maintain all rights, privileges and franchises necessary in the normal conduct of its business, except, in each case, as otherwise permitted by Section 7.4 or except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; and (b) comply with all Requirements of Law (including ERISA, Environmental Laws, and the USA Patriot Act and the Proceeds of Crime Act) except to the extent that failure to comply therewith would not reasonably be expected to have a Material Adverse Effect; provided, that with respect to Environmental Laws, none of the Borrower or any Subsidiary shall be required to undertake any remedial action required by Environmental Laws to the extent that its

obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP.

6.5 Maintenance of Property; Insurance.

(a) Keep all Property useful and necessary in its business in reasonably good working order and condition, ordinary wear and tear excepted, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

(b) Take all commercially reasonable steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office or any corresponding office or agency in any other applicable jurisdiction, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Intellectual Property owned by the Borrower or its Subsidiaries, including filing of applications for renewal, affidavits of use and affidavits of incontestability, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

(c) Maintain insurance with financially sound and reputable insurance companies on all its Property that is necessary in, and material to, the conduct of business by the Borrower and its Subsidiaries, taken as a whole, in at least such amounts and against at least such risks as are usually insured against in the same general area by companies engaged in the same or a similar business, and use its commercially reasonable efforts to ensure that all such material insurance policies shall, to the extent customary (but in any event, not including business interruption insurance and personal injury insurance) name the Collateral Agent (or, in the case of the ABL Facility First Priority Collateral, the collateral agent under the ABL Facility Agreement pursuant to the terms of the ABL Intercreditor Agreement) as additional insured party or loss payee.

(d) With respect to any Mortgaged Properties, if at any time the area in which the Premises (as defined in the Mortgages, if any) are located is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), obtain flood insurance in such reasonable total amount as the Collateral Agent may from time to time reasonably require, and otherwise to ensure compliance with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as it may be amended from time to time.

6.6 Inspection of Property; Books and Records; Discussions.

(a) Keep proper books of records and accounts in a manner to allow financial statements to be prepared in conformity with GAAP (or, with respect to Subsidiaries organized outside of the United States, the local accounting standards applicable to the relevant jurisdiction; provided, that, to the extent that any such Subsidiary is permitted to prepare financial statements in accordance with different local accounting standards, such Subsidiary shall continue to apply the local accounting standard applied as of the Closing Date (as such standard may be updated or revised from time to time and, for the avoidance of doubt, with any discretions, judgments and elections afforded by such local accounting standard, including any changes in the application of such discretions, judgments and elections as such Subsidiary shall determine) except to the extent of changes between local accounting standards required by applicable law or regulation).

(b) Permit representatives designated by the Administrative Agent to visit and inspect any of its properties and examine and make abstracts from any of its books and records upon reasonable notice and at such reasonable times during normal business hours (provided, that (i) such visits shall be limited to no more than one such visit per calendar year at each facility, and (ii) such visits by the

Administrative Agent or its designee shall be at the Administrative Agent's expense, except in the case of the foregoing clauses (i) and (ii) during the continuance of an Event of Default).

(c) Permit representatives designated by the Administrative Agent to have reasonable discussions regarding the business, operations, properties and financial and other condition of the Borrower and its Subsidiaries with officers of the Borrower and its Subsidiaries upon reasonable notice and at such reasonable times during normal business hours (provided, that (i) a Responsible Officer of the Borrower shall be afforded the opportunity to be present during such discussions, (ii) such discussions shall be coordinated by the Administrative Agent, and (iii) such discussions shall be limited to no more than once per calendar year except during the continuance of an Event of Default).

(d) Permit representatives of the Administrative Agent to have reasonable discussions regarding the business, operations, properties and financial and other condition of the Borrower and its Subsidiaries with its independent certified public accountants to the extent permitted by the internal policies of such independent certified public accountants upon reasonable notice and at such reasonable times during normal business hours (provided, that (i) a Responsible Officer of the Borrower shall be afforded the opportunity to be present during such discussions and (ii) such discussions shall be limited to no more than once per calendar year except during the continuance of an Event of Default).

Notwithstanding anything to the contrary in this Section 6.6, none of the Borrower or any of the Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discuss, any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited or restricted by Requirements of Law or any binding agreement or obligation, (iii) is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) constitutes classified information.

6.7 Notices. Promptly upon a Responsible Officer of the Borrower obtaining knowledge thereof, give notice to the Administrative Agent of:

(a) the occurrence of any Default or Event of Default;

(b) any litigation, investigation or proceeding which may exist at any time between the Borrower or any of its Subsidiaries and any other Person, that in either case, would reasonably be expected to have a Material Adverse Effect;

(c) the occurrence of any Reportable Event, where there is any reasonable likelihood of the imposition of liability on any Loan Party as a result thereof that would reasonably be expected to have a Material Adverse Effect; and

(d) any other development or event that has had or would reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.7 shall be accompanied by a statement of a Responsible Officer setting forth in reasonable detail the occurrence referred to therein and stating what action the Borrower or the relevant Subsidiary proposes to take with respect thereto.

6.8 Additional Collateral, etc.

(a) With respect to any Property (other than Excluded Collateral) located in the United States (or, with respect to property of any Non-US Guarantor, any Property (other than Excluded Collateral)

located in the jurisdiction of formation of such Non-US Guarantor or any other jurisdiction within the same country of such jurisdiction of formation) having a value, individually or in the aggregate, of at least $[10,000,000] acquired after the Closing Date by the Borrower or any Subsidiary Guarantor (other than (i) any interests in Real Property and any Property described in paragraph (c) or paragraph (d) of this Section 6.8, (ii) any Property subject to a Lien expressly permitted by Section 7.3(g) or 7.3(y), and (iii) Instruments, Certificated Securities, Securities and Chattel Paper, which are referred to in the last sentence of this paragraph (a)) as to which the Collateral Agent for the benefit of the Secured Parties does not have a perfected Lien, promptly (A) give notice of such Property to the Collateral Agent and execute and deliver to the Collateral Agent such amendments to the Guarantee and Collateral Agreement, the Canadian Collateral Agreement, UK Security Agreements, [the Cayman Pledge Agreement] or such other documents as the Collateral Agent reasonably requests to grant to the Collateral Agent for the benefit of the Secured Parties a security interest in such Property and (B) take all actions reasonably requested by the Collateral Agent to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected security interest (to the extent required by the Loan Documents and with the priority required by Section 4.17) in such Property (with respect to Property of a type owned by the Borrower or any Subsidiary Guarantor as of the Closing Date to the extent the Collateral Agent, for the benefit of the Secured Parties, has a perfected security interest in such Property as of the Closing Date), including the filing of Uniform Commercial Code and PPSA financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement, the Canadian Collateral Agreement or other Security Documents or by law or as may be reasonably requested by the Collateral Agent. If any amount in excess of $[10,000,000] payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security, Security or Chattel Paper (or, if more than $[10,000,000] in the aggregate payable under or in connection with the Collateral shall become evidenced by Instruments, Certificated Securities, Securities or Chattel Paper), such Instrument, Certificated Security, Security or Chattel Paper shall be promptly delivered to the Collateral Agent indorsed in a manner reasonably satisfactory to the Collateral Agent to be held as Collateral pursuant to this Agreement (or, in the case of any such Collateral that is ABL Facility First Priority Collateral, delivered to the collateral agent under the ABL Facility Agreement pursuant to the terms of the ABL Intercreditor Agreement).

(b) With respect to any fee interest in any Material Real Property acquired after the Closing Date by the Borrower or any Subsidiary Guarantor (other than Excluded Real Property):

(i) give notice of such acquisition to the Collateral Agent and, if requested by the Collateral Agent (at the direction of the Required Lenders) or the Borrower, execute and deliver a Mortgage (subject to liens permitted by Section 7.3 or other encumbrances or rights permitted by the relevant Mortgage) in favor of the Collateral Agent, for the benefit of the Secured Parties, covering such Real Property (provided that no Mortgage shall be obtained if the Administrative Agent reasonably determines in consultation with the Borrower that the costs of obtaining such Mortgage are excessive in relation to the value of the security to be afforded thereby);

(ii) (A) if reasonably requested by the Collateral Agent (at the direction of the Required Lenders), with respect to any Mortgage, provide the Lenders with (1) a lenders' title insurance policy with extended coverage covering such Real Property in an amount equal to the purchase price (if applicable) or the Fair Market Value of the applicable Material Real Property, as determined in good faith by the Borrower and reasonably acceptable to the Administrative Agent, and (2) for real property located in the U.S., an ALTA survey or such survey alternatives (including, without limitation, an express map), or for real property situated in Canada a survey in form and substance acceptable to the Collateral Agent, of such Real Property, together with a surveyor's certificate unless the title insurance policy referred to above shall not contain an exception for any matter shown by a survey (except to the extent an existing survey has been provided and specifically incorporated into such title insurance policy or if the Administrative Agent reasonably determines

in consultation with the Borrower that the costs of obtaining such survey are excessive in relation to the value of the security to be afforded thereby), each in form and substance reasonably satisfactory to the Collateral Agent, and (B) provide to the Administrative Agent evidence of flood hazard insurance if any portion of the improvements on the owned Material Real Property is currently or at any time in the future identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any amendment or successor act thereto) or otherwise being designated as a "special flood hazard area or part of a 100 year flood zone", in an amount equal to 100% of the full replacement cost of the improvements; provided, however, that a portion of such flood hazard insurance may be obtained under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as each may be amended; and

(iii) if reasonably requested by the Collateral Agent (at the direction of the Required Lenders), deliver to the Collateral Agent customary legal opinions regarding the enforceability, due authorization, execution and delivery of the Mortgages and such other matters reasonably requested by the Collateral Agent (at the Direction of the Required Lenders), which opinions shall be in form and substance reasonably satisfactory to the Collateral Agent.

(c) Except as otherwise contemplated by Section 7.7(p), with respect to any new Domestic Subsidiary that is a Non-Excluded Subsidiary created or acquired after the Closing Date (which, for the purposes of this paragraph, shall include any Subsidiary that was previously an Excluded Subsidiary that becomes a Non-Excluded Subsidiary) by the Borrower or any Subsidiary Guarantor, promptly:

(i) give notice of such acquisition or creation to the Collateral Agent and, if requested by the Collateral Agent or the Borrower, execute and deliver to the Collateral Agent such amendments to the Guarantee and Collateral Agreement, the Canadian Collateral Agreement, UK Security Agreements, [the Cayman Pledge Agreement] or such other documents as the Collateral Agent reasonably deems necessary to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected security interest (to the extent required by the Security Documents and with the priority required by Section 4.17) in the Capital Stock of such new Subsidiary that is owned by the Borrower or such Subsidiary Guarantor (as applicable);

(ii) deliver to the Collateral Agent (or, in the case of Pledged Securities that are ABL Facility First Priority Collateral, the collateral agent under the ABL Facility Agreement pursuant to the terms of the ABL Intercreditor Agreement), the certificates, if any, representing such Capital Stock (other than Excluded Collateral), together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the Borrower or such Subsidiary Guarantor (as applicable); and

(iii) cause such new Subsidiary (A) to become a party to the Guarantee and Collateral Agreement and, where applicable, the Canadian Collateral Agreement and/or the UK Security Agreement, [the Cayman Pledge Agreement] and (B) (x) to take such actions reasonably necessary to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected security interest (to the extent required by the Security Documents and with the priority required by Section 4.17) in the Collateral described in the Guarantee and Collateral Agreement, Canadian Collateral Agreement, the UK Security Agreement or [the Cayman Pledge Agreement] with respect to such new Subsidiary (to the extent the Collateral Agent, for the benefit of the Secured Parties, has a perfected security interest in the same type of Collateral as of the Closing Date), including the filing of Uniform Commercial Code and PPSA financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement, the Canadian Collateral Agreement, the UK

Security Agreement or [the Cayman Pledge Agreement] or by law or as may be reasonably requested by the Collateral Agent and (y) comply with the provisions of Section 6.8(b) with respect to any Material Real Property (other than Excluded Real Property) owned by such new Subsidiary.

Without limiting the foregoing, if the aggregate Consolidated Total Assets or annual consolidated revenues of the "Immaterial Subsidiary" hereunder shall at any time exceed [1.0]% of Consolidated Total Assets or [1.0]% of annual consolidated revenues, respectively, of the Borrower and its Subsidiaries (based on the most recent financial statements delivered pursuant to Section 6.1 prior to such time), the Borrower shall promptly, (x) rescind the designation as "Immaterial Subsidiary" of such Person so that, after giving effect thereto, the aggregate Consolidated Total Assets or annual consolidated revenues, as applicable, of all Subsidiaries so designated (and which designations have not been rescinded) shall not exceed [1.0]% of Consolidated Total Assets or [1.0]% of annual consolidated revenues, respectively, of the Borrower and its Subsidiaries (based on the most recent financial statements delivered pursuant to Section 6.1 prior to such time), as applicable, and (y) to the extent not already effected, (A) cause each affected Subsidiary to take such actions to become a "Subsidiary Guarantor" hereunder and under the Guarantee and Collateral Agreement and execute and deliver the documents and other instruments referred to in this paragraph (c) to the extent such affected Subsidiary is not otherwise an Excluded Subsidiary and (B) cause the owner of the Capital Stock of such affected Subsidiary to take such actions to pledge such Capital Stock to the extent required by, and otherwise in accordance with, the Guarantee and Collateral Agreement or the Canadian Collateral Agreement and execute and deliver the documents and other instruments required hereby and thereby unless such Capital Stock otherwise constitutes Excluded Collateral.

(d) Except as otherwise contemplated by Section 7.7(p), with respect to any new first-tier Foreign Subsidiary created or acquired after the Closing Date by the Borrower or any Subsidiary Guarantor, promptly (i) give notice of such acquisition or creation to the Collateral Agent and, if requested by the Collateral Agent, execute and deliver to the Collateral Agent such amendments to the Guarantee and Collateral Agreement and/or any UK Security Agreement or Canadian Collateral Agreement or [Cayman Pledge Agreement] as the Collateral Agent reasonably deems necessary or reasonably advisable in order to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected security interest (to the extent required by the Security Documents and with the priority required by Section 4.17) in the Capital Stock of such new Subsidiary (other than any Excluded Collateral) that is owned by the Borrower or such Subsidiary Guarantor (as applicable) and (ii) deliver to the Collateral Agent (or, in the case of Pledged Securities that are ABL Facility First Priority Collateral, the collateral agent under the ABL Facility Agreement pursuant to the terms of the ABL Intercreditor Agreement) the certificates, if any, representing such Capital Stock (other than any Excluded Collateral), together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the Borrower or such Subsidiary Guarantor (as applicable).

(e) Notwithstanding anything in this Section 6.8 or any Security Document to the contrary, (i) no control agreement shall be required with respect to (x) any Excluded Account or (y) any other Deposit Accounts (as defined in the Guarantee and Collateral Agreement) for which control agreements are not required under Section 5.3 of the Guarantee and Collateral Agreement and (ii) no Liens shall be required to be pledged or created with respect to any of the following (other than with respect to any floating charge granted by a UK Loan Party) (collectively, the "Excluded Collateral"):

(A) (x) unless also constituting ABL Facility First Priority Collateral, assets located outside the United States, (y) motor vehicles or other assets subject to certificates of title or (z) any "intent-to-use" application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the

extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law;

(B) any property or asset to the extent that such grant of a security interest is prohibited or effectively restricted by any applicable law (only so long as such prohibition exists) or requires a consent not obtained of any Governmental Authority pursuant to such applicable laws;

(C) any Excluded Accounts and any Excluded Equity Securities;

(D) (w) any assets owned on or acquired after the Closing Date, to the extent that, and for so long as, taking such actions would violate applicable law or regulation (after giving effect to Section 9-406(d), 9-407(a), 9-408 or 9-409 of the Uniform Commercial Code and other applicable law), (x) any assets acquired before or after the Closing Date, to the extent that and for so long as such grant would violate an enforceable Contractual Obligation binding on such assets that existed at the time of the acquisition thereof and was not created or made binding on such assets in contemplation or in connection with the acquisition of such assets, (y) any assets (1) owned on the Closing Date or (2) acquired after the Closing Date, in each case in this clause (y), securing Indebtedness of the type permitted pursuant to Section 7.2(c) (or other Indebtedness permitted under Section 7.2(d), 7.2(j), 7.2(t) or 7.2(v) if such Indebtedness is of the type that is contemplated by Section 7.2(c)) that is secured by a Lien permitted by Section 7.3 so long as the documents governing such Lien do not permit the pledge of such assets to the Collateral Agent, or (z) any lease, license or other agreement, any asset embodying rights, priorities or privileges granted under such leases, licenses or agreements, or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate, breach or invalidate such lease, license or agreement or purchase money arrangement or create a right of acceleration, modification, termination or cancellation in favor of any other party thereto (other than any Loan Party) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or applicable law, other than proceeds and receivables thereof, and only for so long such prohibition exists and to the extent such prohibition was not creation in contemplation of such grant;

(E) (x) any assets to the extent a security interest in such assets could reasonably be expected to result in material adverse tax consequences (including as a result of the operation of Section 956 of the Code or any similar law or regulation in any applicable jurisdiction) as reasonably determined in good faith by the Borrower, or (y) any assets as to which the Administrative Agent and the Borrower shall reasonably determine that the costs and burdens of obtaining a security interest therein outweigh the value of the security afforded thereby;

(F) any leasehold interest in Real Property (and any fixtures relating thereto) and any fixtures relating to any owned Real Property to the extent that the Collateral Agent is not otherwise entitled to a security interest with respect to such owned Real Property under the terms of this Agreement; and

(G) any owned Real Property other than Material Real Property, but in any event excluding any Excluded Real Property.

(f) Notwithstanding the foregoing, to the extent any new Subsidiary is created solely for the purpose of consummating a merger transaction pursuant to an acquisition permitted by Section 7.7, and such new Subsidiary at no time holds any assets or liabilities other than any merger consideration contributed to it substantially contemporaneously with the closing of such merger transaction, such new Subsidiary shall not be required to take the actions set forth in Section 6.8(c) or 6.8(d), as applicable, until the respective acquisition is consummated (at which time the surviving entity of the respective merger transaction shall be required to so comply within ten Business Days (or such longer period as the Administrative Agent shall agree, at the discretion of the Required Lenders)).

(g) From time to time the Loan Parties shall execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as the Collateral Agent may reasonably request for the purposes implementing or effectuating the provisions of this Agreement and the other Loan Documents, or of renewing the rights of the Secured Parties with respect to the Collateral as to which the Collateral Agent, for the benefit of the Secured Parties, has a perfected Lien pursuant hereto or thereto, including filing any financing or continuation statements or financing statement amendments under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created thereby; provided, that the Loan Parties shall use commercially reasonable efforts to deliver landlord lien waivers, estoppels or collateral access letters if such landlord lien waivers, estoppels or collateral access letters are required or provided under the ABL Documents. Notwithstanding the foregoing, the provisions of this Section 6.8 shall not apply to assets as to which the Administrative Agent and the Borrower shall reasonably determine that the costs and burdens of obtaining a security interest therein or perfection thereof outweigh the value of the security afforded thereby. The Administrative Agent may grant extensions of time or waivers of requirement for the creation or perfection of security interests in or the obtaining of insurance (including title insurance) or surveys with respect to particular assets (including extensions beyond the Closing Date for the perfection of security interests in the assets of the Loan Parties on such date) where it reasonably determines, in consultation with the Borrower, that perfection or obtaining of such items cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the other Loan Documents.

(h) Notwithstanding the foregoing, if (a) the Borrower or any Subsidiary acquires any Material Real Property (other than Excluded Real Property) or (b) the Required Lenders or Administrative Agent shall have notified the Borrower in writing that they have or it has a reasonable belief that either the Borrower or any of its Subsidiaries is in breach of its obligations under Section 6.4 (to the extent applicable to Environmental Law or Releases of Materials of Environmental Concern), then the Borrower shall deliver within 60 days after the Required Lenders or the Administrative Agent, as applicable, requests therefor or such longer period as the Administrative Agent shall agree, at the Borrower's cost and expense, an environmental assessment report, in the case of clause (b) above of a scope reasonably appropriate to address the subject of the Required Lenders' or the Administrative Agent's, as applicable, reasonable belief that such a breach exists, prepared by an environmental consulting firm reasonably acceptable to the Administrative Agent, indicating the presence or absence of Materials of Environmental Concern or noncompliance with Environmental Law and the estimated cost of any compliance, response or other corrective action to address any identified Materials of Environmental Concern, to the extent required by Environmental Law, or noncompliance on such properties. Without limiting the generality of the foregoing, if the Administrative Agent reasonably determines at any time that a material risk exists that any such report will not be provided within the time referred to above, the Administrative Agent may retain an environmental consulting firm to prepare such report at the expense of the Borrower (which report would be addressed to the Borrower), and the Borrower hereby grants and agrees to cause any Subsidiary that owns or leases any property described in such request to grant the Administrative Agent, such firm and any agents or representatives thereof an irrevocable non-exclusive license, subject to the rights of tenants or necessary consent of landlords, to enter onto their respective properties to undertake such an assessment on

behalf of the Borrower. By virtue of the foregoing, the Borrower does not intend to waive the attorney-client privilege with respect to any information or advice provided by the environmental consulting firm.

6.9 Use of Proceeds. The proceeds of (i) the Initial Term Loans deemed to have been made on the Closing Date pursuant to Section 2.1(a)(i) shall be used to effect the Transactions in accordance with the Restructuring Plan, (ii) the Initial Term Loans funded on the Closing Date pursuant to Section 2.1(a)(ii) shall be used to make payments and distributions under the Restructuring Plan and for general corporate purposes of the Borrower and its Subsidiaries not otherwise prohibited by this Agreement and (iii) any other Loans incurred after the Closing Date shall be used for general corporate purposes of the Borrower and its Subsidiaries not otherwise prohibited by this Agreement.

6.10 [Post-Closing.

(a) Satisfy the requirements set forth on Schedule 6.10(a), on or before the date set forth opposite such requirements or such later date as consented to by the Administrative Agent in its reasonable discretion.

(b) [With respect to any Material Real Property identified in Schedule 4.8, satisfy the requirements set forth on Schedule 6.10(b) within 90 days of the Closing Date or such later date as consented to by the Administrative Agent in its reasonable discretion.]

6.11 [Reserved].

6.12 Line of Business. Continue to operate solely as a Permitted Business.

6.13 Credit Ratings. Use commercially reasonable efforts to (a) within 45 calendar days after the Closing Date, obtain a private facility rating with respect to the Initial Term Facility and a private issuer rating with respect to the Borrower, but not, in any such case, a specific rating, from S&P and Moody's and (b) thereafter, maintain each such private facility rating and private issuer rating.

6.14 Changes in Jurisdictions of Organization; Name. Provide prompt written notice to the Collateral Agent of any change of name or change of jurisdiction of organization of any Loan Party, and deliver to the Collateral Agent all additional executed financing statements, financing statement amendments and other documents reasonably requested by the Collateral Agent to maintain the validity, perfection and priority of the security interests to the extent provided for in the Security Documents.

6.15 Additional Beneficial Ownership Certification. At least five (5) days prior to any Person becoming a Borrower, if requested by any Lender, the Borrower [(including, for the avoidance of doubt, any Successor Borrower)] shall cause any such Person that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation and has not previously delivered a Beneficial Ownership Certification to deliver a Beneficial Ownership Certification to the Administrative Agent and the Lenders.

6.16 People with Significant Control Regime. (a) Each Loan Party shall, within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 (UK) from any company incorporated in the United Kingdom whose shares are the subject of a Lien in favor of the Administrative Agent, and (b) promptly provide the Administrative Agent with a copy of that notice.

SECTION VII. NEGATIVE COVENANTS

The Borrower hereby agrees that, from and after the Closing Date, so long as the Commitments remain in effect or any Loan or other amount is owing to any Lender or any Agent hereunder (other than contingent or indemnification obligations not then due), the Borrower shall not, and shall not permit any of its Subsidiaries to:[20]

7.1 [reserved].

7.2 Indebtedness. Create, issue, incur, assume, or permit to exist any Indebtedness, except:

(a) Indebtedness of the Borrower and any of its Subsidiaries pursuant to this Agreement and any other Loan Document;

(b) unsecured Indebtedness of the Borrower or any of its Subsidiaries owing to the Borrower or any of its Subsidiaries, provided, that any such Indebtedness owing by a non-Loan Party to a Loan Party is permitted by Section 7.7 (other than by reference to Section 7.2 or any clause thereof); provided, further, that such Indebtedness of the Borrower or any of its Subsidiaries owing to a Loan Party may be secured by Liens permitted pursuant to Section 7.3(ff);

(c) (i) Capital Lease Obligations, and Indebtedness of the Borrower or any of its Subsidiaries incurred to finance or reimburse the cost of the acquisition, development, construction, purchase, lease, repair, addition or improvement of any property (real or personal), equipment or other assets used or useful in a Permitted Business, whether such property, equipment or assets were originally acquired directly or as a result of the purchase of any Capital Stock of any Person owning such property, equipment or assets, in an aggregate outstanding principal amount for this clause (i) not to exceed the sum of (A) the greater of (x) [10.0]% of Consolidated Total Assets, at the time of incurrence and (y) [10.0]% of Consolidated Total Assets as of the Closing Date plus (B) $[7,500,000], plus (C) for each period of twelve consecutive months after December 31, [2022], an additional $[7,500,000] and (ii) subject to the last sentence of this Section 7.2, Permitted Refinancings in respect of the Indebtedness incurred pursuant to clause (c)(i) above;

(d) (i) Indebtedness outstanding or incurred pursuant to facilities outstanding on the Closing Date (after giving effect to the Transactions) or committed to be incurred pursuant to a definitive agreement as of such date and, in each case, up to the aggregate principal amounts listed on Schedule 7.2(d) and any Permitted Refinancing thereof and (ii) Indebtedness incurred in connection with transactions permitted under Section 7.10 and any Permitted Refinancing thereof;

(e) Guarantee Obligations (i) by the Borrower or any of its Subsidiaries of obligations of the Borrower or any Subsidiary Guarantor not prohibited by this Agreement to be incurred; provided that any Subsidiary that is not a Guarantor providing such Guarantee Obligations with respect to Indebtedness of the Borrower in reliance on this clause (e) shall also provide a Guarantee with respect to the Obligations on a pari passu basis, (ii) by the Borrower or any Subsidiary Guarantor of obligations of Holdings, any Non-Guarantor Subsidiary or joint venture or other Person that is not a Subsidiary to the extent permitted by Section 7.7 (other than by reference to Section 7.2 or any clause thereof), (iii) by any Non-Guarantor Subsidiary of obligations of any other Non-Guarantor Subsidiary; and (iv) by any Non-

[20] NTD: Covenants subject to review.

Guarantor Subsidiary of the obligations of any other Person that is not a Subsidiary to the extent permitted by Section 7.7 (other than by reference to Section 7.2 or any clause thereof);

(f) Indebtedness of the Borrower or any of its Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn by the Borrower or such Subsidiary in the ordinary course of business against insufficient funds, so long as such Indebtedness is promptly repaid;

(g) [reserved];

(h) Indebtedness in the form of earn-outs, indemnification, incentive, non-compete, consulting, ordinary course deferred purchase price, purchase price adjustment or other similar arrangements and other contingent obligations in respect of the Transactions and other acquisitions or Investments permitted by Section 7.7 (other than by reference to Section 7.2 or any clause thereof) (both before or after any liability associated therewith becomes fixed), including any such obligations which may exist on the Closing Date as a result of acquisitions consummated prior to the Closing Date;

(i) Indebtedness of the Borrower and any of its Subsidiaries constituting (i) Permitted Refinancing Obligations and (ii) Permitted Refinancings in respect of Indebtedness incurred pursuant to the preceding clause (i);

(j) (i) Indebtedness of the Borrower or any other Loan Party (other than a BrandCo Entity) in an aggregate principal amount (for the Borrower and all such Loan Parties) not to exceed $150,000,000 at any time outstanding and (ii) subject to the last sentence of this Section 7.2, Permitted Refinancings in respect of the Indebtedness incurred pursuant to clause (j)(i) above; provided that (A) proceeds of Indebtedness incurred pursuant to this Section 7.2(j) shall not be used for liability management purposes, (B) no more than $[25,000,000] of such Indebtedness incurred pursuant to this clause (j) may be secured by Collateral on a pari passu basis with the Liens securing the Obligations and (C) to the extent secured, such Indebtedness incurred pursuant to this clause (j) may only be secured pursuant to Section 7.3(g);

(k) (i) [Indebtedness of Non-Guarantor Subsidiaries that are Foreign Subsidiaries outstanding under the Foreign ABTL Facility (as in effect on the Closing Date), (ii)] Indebtedness of Non-Guarantor Subsidiaries that are Foreign Subsidiaries under local bilateral credit facilities for working capital and general corporate purposes, in an aggregate principal amount, for purposes of this clause (k)(ii), not to exceed $[50,000,000] at any time outstanding and (iii) subject to the last sentence of this Section 7.2, Permitted Refinancings in respect of the Indebtedness incurred pursuant to clause (k)(i) and clause (k)(ii) above; provided that the aggregate principal amount of Indebtedness incurred under this Section 7.2(k) shall reduce the aggregate principal amount of Indebtedness that may be secured by Liens incurred pursuant to Section 7.3(cc)(B) on a dollar-for-dollar basis;

(l) Indebtedness of the Borrower or any of its Subsidiaries in respect of workers' compensation claims, bank guarantees, warehouse receipts or similar facilities, property casualty or liability insurance, take-or-pay obligations in supply arrangements, self-insurance obligations, performance, bid, customs, government, VAT, duty, tariff, appeal and surety bonds, completion guarantees, and other obligations of a similar nature, in each case in the ordinary course of business;

(m) Indebtedness incurred by the Borrower or any of its Subsidiaries arising from agreements providing for indemnification related to sales, leases or other Dispositions of goods or adjustment of purchase price or similar obligations in any case incurred in connection with the acquisition or Disposition of any business, assets or Subsidiary;

(n) Indebtedness supported by a letter of credit issued under the ABL Facility Agreement (or any other revolving credit or letter of credit facility permitted by this Section 7.2), including in respect of unpaid reimbursement obligations relating thereto, in a principal amount not in excess of the stated amount of such letter of credit;

(o) Indebtedness issued in lieu of cash payments of Restricted Payments permitted by Section 7.6 (other than by reference to Section 7.2 or any clause thereof);

(p) [reserved];

(q) Indebtedness of the Borrower or any Subsidiary as an account party in respect of trade letters of credit issued in the ordinary course of business or otherwise consistent with industry practice;

(r) Indebtedness (i) owing to any insurance company in connection with the financing of any insurance premiums permitted by such insurance company in the ordinary course of business and (ii) in the form of pension and retirement liabilities not constituting an Event of Default, to the extent constituting Indebtedness;

(s) (i) Guarantee Obligations made in the ordinary course of business; provided, that such Guarantee Obligations are not of Indebtedness for Borrowed Money, (ii) Guarantee Obligations in respect of lease obligations of the Borrower and its Subsidiaries, (iii) Guarantee Obligations in respect of Indebtedness of joint ventures; provided, that the aggregate principal amount of any such Guarantee Obligations under this sub-clause (iii) shall not exceed the greater of (A) $[25,000,000] and (B) [0.83]% of Consolidated Total Assets at the time of such incurrence, at any time outstanding, (iv) Guarantee Obligations in respect of Indebtedness permitted by clause (r)(ii) above and (v) Guarantee Obligations by the Borrower or any of its Subsidiaries of any Subsidiary's purchase obligations under supplier agreements and in respect of obligations of or to customers, distributors, franchisees, lessors, licensees and sublicensees; provided, that such Guarantee Obligations are not of Indebtedness for Borrowed Money;

(t) (x) Indebtedness (including pursuant to any factoring arrangements) of any Person that becomes a Subsidiary or is merged with or into the Borrower or any of its Subsidiaries after the Closing Date (a "New Subsidiary") or that is associated with assets being purchased or otherwise acquired, in each case, as part of an acquisition, merger or consolidation or amalgamation or other Investment not prohibited hereunder; provided, that (A) such Indebtedness exists at the time such Person becomes a Subsidiary or is acquired, merged, consolidated or amalgamated by, with or into the Borrower or such Subsidiary or when such assets are acquired and is not created in contemplation of or in connection with such Person becoming a Subsidiary or with such merger (except to the extent such Indebtedness refinanced other Indebtedness to facilitate such Person becoming a Subsidiary or to facilitate such merger) or such asset acquisition and (B) neither the Borrower nor any of its Subsidiaries (other than the applicable New Subsidiary and its Subsidiaries) shall provide security or any guarantee therefor and (y) Permitted Refinancings of the Indebtedness referred to in clause (x) of this paragraph (t);

(u) (i) Indebtedness incurred to finance any acquisition or Investment permitted under Section 7.7 to the extent (A) unsecured at all times during the term of this Agreement and (B) in an aggregate outstanding principal amount for all such Indebtedness under this clause (u)(i) not to exceed the greater of (x) $[50,000,000] and (y) [1.5]% of Consolidated Total Assets at the time of such incurrence, at any time outstanding and (ii) subject to the last sentence of this Section 7.2, Permitted Refinancings in respect of the Indebtedness incurred pursuant to clause (u)(i) above;

(v) (A) other Indebtedness of the Borrower and its Subsidiaries (other than a BrandCo Entity) so long as at the time of incurrence thereof:

(1) if unsecured, after giving pro forma effect to the incurrence of such Indebtedness and the intended use of proceeds thereof determined as of the last day of the fiscal quarter most recently then ended for which financial statements have been delivered pursuant to Section 6.1, the Fixed Charge Coverage Ratio of the Borrower and its Subsidiaries shall be no less than [__] to 1.00;

(2) if secured on a junior basis to the Obligations, after giving pro forma effect to the incurrence of such Indebtedness and the intended use of proceeds thereof determined as of the last day of the fiscal quarter most recently then ended for which financial statements have been delivered pursuant to Section 6.1, the Consolidated Net Secured Leverage Ratio of the Borrower and its Subsidiaries shall be no greater than [__] to 1.00;

(3) if secured on a pari passu basis with the Obligations, after giving pro forma effect to the incurrence of such Indebtedness and the intended use of proceeds thereof determined as of the last day of the fiscal quarter most recently then ended for which financial statements have been delivered pursuant to Section 6.1, the Consolidated Net First Lien Leverage Ratio of the Borrower and its Subsidiaries shall be no greater than [__] to 1.00;

(4) no Event of Default shall be continuing immediately after giving effect to the incurrence of such Indebtedness;

(5) the terms of which Indebtedness do not provide for a maturity date or Weighted Average Life to Maturity earlier than the Latest Maturity Date in effect at such time of incurrence or shorter than the Weighted Average Life to Maturity of the Latest Maturing Term Loans in effect at such time of incurrence (other than an earlier maturity date and/or shorter Weighted Average Life to Maturity for customary bridge financings, which, subject to customary conditions, would either be automatically converted into or required to be exchanged for permanent financing which does not provide for an earlier maturity date or a shorter Weighted Average Life to Maturity than the Latest Maturity Date or the Weighted Average Life to Maturity of the Latest Maturing Term Loans, as applicable); and

(6) any such Indebtedness that is secured shall be subject to an Other Intercreditor Agreement;

provided, that the amount of Indebtedness which may be incurred pursuant to this paragraph (v) by Non-Guarantor Subsidiaries and any Permitted Refinancings thereof pursuant to clause (B) below shall not exceed, at any time outstanding, $[50,000,000]; and][21]

(B) Permitted Refinancings of any of the Indebtedness referred to in clause (A) of this paragraph (v) subject to the proviso thereof;

(w) (i) Indebtedness representing deferred compensation or stock-based compensation to employees of Holdings, the Borrower or any Subsidiary incurred in the ordinary course of business and (ii) Indebtedness consisting of obligations of the Borrower or any Subsidiary under deferred compensation or other similar arrangements incurred in connection with the Transactions and any Investment permitted hereunder;

(x) Indebtedness issued by the Borrower or any of its Subsidiaries to the officers, directors and employees of Holdings, the Borrower or any Subsidiary of the Borrower or their respective

[21] Ratio Debt capacity concept TBD.

estates, trusts, family members or former spouses, in lieu of or combined with cash payments to finance the purchase of Capital Stock of Holdings or the Borrower, in each case, to the extent such purchase is permitted by Section 7.6;

(y) Indebtedness (and Guarantee Obligations in respect thereof) in respect of overdraft facilities, employee credit card programs, netting services, automatic clearinghouse arrangements and other cash management and similar arrangements in the ordinary course of business;

(z) (i) Indebtedness of the Borrower or any of its Subsidiaries undertaken in connection with cash management and related activities with respect to any Subsidiary or joint venture in the ordinary course of business and (ii) Indebtedness of the Borrower or any of its Subsidiaries to any joint venture (regardless of the form of legal entity) that is not a Subsidiary arising in the ordinary course of business in connection with the cash management operations (including in respect of intercompany self-insurance arrangements);

(aa) (i) Indebtedness of the Borrower and any of its Subsidiaries under the ABL Facility Agreement in an aggregate outstanding principal amount not to exceed the greater of (x) $[●] and (y) the Borrowing Base (as defined in the ABL Facility Agreement on the Closing Date) and (ii) subject to the last sentence of this Section 7.2, Permitted Refinancings in respect of the Indebtedness incurred pursuant to clause (aa)(i) above;

(bb) Indebtedness to any Person (other than an Affiliate of the Borrower) in respect of the undrawn portion of the face amount of or unpaid reimbursement obligations in respect of letters of credit not issued under the ABL Facility Agreement for the account of the Borrower or any of its Subsidiaries in an aggregate amount at any one time outstanding not to exceed (x) $[20,000,000], plus (y) an additional $[30,000,000] to the extent that the amounts incurred under this clause (y) are offset or secured by a counterpart deposit, compensating balance or a pledge of cash deposits;

(cc) (i) unsecured Indebtedness of the Borrower or a Subsidiary Guarantor (other than the BrandCo Entities) to Holdings or any Affiliate of the Borrower or Holdings in an aggregate principal amount at any time outstanding not to exceed $[75,000,000]; provided, that (x) such Indebtedness is subordinated in right of payment of the Obligations, (y) the maturity date thereof shall not be earlier than the Latest Maturity Date in effect at the time such Indebtedness is incurred and (z) such Indebtedness shall not require the payment of cash interest prior to the Latest Maturity Date in effect at the time such Indebtedness is incurred and (ii) subject to the last sentence of this Section 7.2, Permitted Refinancings in respect of the Indebtedness incurred pursuant to clause (cc)(i) above; and

(dd) all premiums (if any), interest (including post-petition interest), fees, expenses, charges, accretion or amortization of original issue discount, accretion of interest paid in kind and additional or contingent interest on obligations described in clauses (a) through (cc) above.

To the extent that any Indebtedness incurred under Section 7.2(c), (d), (i), (j), (k), (t), (u), (aa) or (cc) is refinanced in a Permitted Refinancing under clause (ii) or other clause of the relevant foregoing Section, then the aggregate outstanding principal amount of such Permitted Refinancing shall be deemed to utilize the related basket under the relevant foregoing Section on a dollar for dollar basis (it being understood that a Default shall be deemed not to have occurred solely to the extent that the incurrence of a Permitted Refinancing would cause the permitted amount under such Section to be exceeded and such excess shall be permitted hereunder).

7.3 Liens. Create, incur, assume or suffer to exist any Lien upon any of its Property, whether now owned or hereafter acquired, except for:

(a) Liens for Taxes not yet due or which are being contested in good faith by appropriate proceedings; provided, that adequate reserves with respect thereto are maintained on the books of the Borrower or its Subsidiaries, as the case may be, to the extent required by GAAP;

(b) landlords', carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or that are being contested in good faith by appropriate proceedings;

(c) (i) pledges, deposits or statutory trusts in connection with workers' compensation, unemployment insurance and other social security legislation and (ii) Liens incurred in the ordinary course of business securing liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty or liability insurance to the Borrower or any of its Subsidiaries in respect of such obligations;

(d) deposits and other Liens to secure the performance of bids, government, trade and other similar contracts (other than for Indebtedness for Borrowed Money), leases, subleases, statutory or regulatory obligations, surety, judgment and appeal bonds, performance bonds and other obligations of a like nature and liabilities to insurance carriers incurred in the ordinary course of business;

(e) (i) Liens and encumbrances shown as exceptions in the title insurance policies insuring the Mortgages, and (ii) easements, zoning restrictions, rights-of-way, leases, licenses, covenants, conditions, restrictions and other similar encumbrances incurred in the ordinary course of business that, in the aggregate, do not materially interfere with the ordinary conduct of the business of the Borrower or any of its Subsidiaries;

(f) Liens (i) in existence on the Closing Date (after giving effect to the Transactions) listed on Schedule 7.3(f) and, in each case, up to the aggregate principal amounts listed on Schedule 7.3(f) (or to the extent not listed on such Schedule 7.3(f), where the Fair Market Value of the Property to which such Lien is attached is less than $[10,000,000)], (ii) securing Indebtedness permitted by Section 7.2(d) and (iii) created after the Closing Date in connection with any refinancing, refundings, or renewals or extensions thereof permitted by Section 7.2(d); provided, that no such Lien is spread to cover any additional Property of the Borrower or any of its Subsidiaries after the Closing Date unless such Lien utilizes a separate basket under this Section 7.3;

(g) (i) Liens securing Indebtedness of the Borrower or any of its Subsidiaries incurred pursuant to Sections 7.2(c), 7.2(e), and 7.2(i) (provided that no such Liens securing debt pursuant to Section 7.2(i) shall apply to any other Property of the Borrower or any of its Subsidiaries that is not Collateral (or does not concurrently become Collateral) unless such Lien utilizes a separate basket under this Section 7.3) and Sections 7.2(j), 7.2(k), 7.2(r), 7.2(s), 7.2(t) and 7.2(v); provided, that (A) in the case of any such Liens securing Indebtedness pursuant to Section 7.2(k), such Liens do not at any time encumber any Property of the Borrower, any Subsidiary Guarantor, (B) in the case of any such Liens securing Indebtedness incurred pursuant to Section 7.2(r), such Liens do not encumber any Property other than cash paid to any such insurance company in respect of such insurance, (C) in the case of any such Liens securing Indebtedness pursuant to Section 7.2(t)(x), such Liens exist at the time that the relevant Person becomes a Subsidiary or such assets are acquired and are not created in contemplation of or in connection with such Person becoming a Subsidiary or the acquisition of such assets (except to the extent such Liens secure Indebtedness which refinanced other secured Indebtedness to facilitate such Person becoming a Subsidiary or to facilitate the merger, consolidation or amalgamation or other acquisition of assets referred to in such Section 7.2(t)(x)), (D) in the case of Liens securing Guarantee Obligations pursuant to Section 7.2(e), the underlying obligations are secured by a Lien permitted to be incurred pursuant to this Agreement and (ii) any extension, refinancing, renewal or replacement of the Liens described in clause (i) of this Section 7.3(g)

in whole or in part; provided, that such extension, renewal or replacement shall be limited to all or a part of the property which secured (or was permitted to secure) the Lien so extended, renewed or replaced (plus improvements on such property, if any) and (E) in the case of any such Liens securing Indebtedness pursuant to Section 7.2(j), no more than $[25,000,000] of such Indebtedness may be secured by the Collateral on a pari passu basis with the Liens securing the Obligations, and no such Liens shall apply to any other Property of the Borrower or any of its Subsidiaries that is not Collateral;

(h) Liens created pursuant to the Loan Documents or any other Lien securing all or a portion of the Obligations or any obligations in respect of a Permitted Refinancing thereof in accordance with Section 7.2;

(i) Liens arising from judgments in circumstances not constituting an Event of Default under Section 8.1(h);

(j) Liens on Property or assets acquired pursuant to an acquisition permitted under Section 7.7 (and the proceeds thereof) or assets of a Subsidiary in existence at the time such Subsidiary is acquired pursuant to an acquisition permitted under Section 7.7 and not created in contemplation thereof and Liens created after the Closing Date in connection with any refinancing, refundings, replacements or renewals or extensions of the obligations secured thereby permitted hereunder, provided, that no such Lien is spread to cover any additional Property (other than other Property of such Subsidiary or the proceeds or products of the acquired assets or any accessions or improvements thereto and after-acquired property, subjected to a Lien pursuant to terms existing at the time of such acquisition) after the Closing Date (unless such Lien utilizes a separate basket under this Section 7.3);

(k) (i) Liens on Property of Non-Guarantor Subsidiaries securing Indebtedness or other obligations not prohibited by this Agreement to be incurred by such Non-Guarantor Subsidiaries and (ii) Liens securing Indebtedness or other obligations of the Borrower or any of its Subsidiaries in favor of any Loan Party;

(l) receipt of progress payments and advances from customers in the ordinary course of business to the extent same creates a Lien on the related inventory and proceeds thereof;

(m) Liens in favor of customs and revenue authorities arising as a matter of law to secure the payment of customs duties in connection with the importation of goods;

(n) Liens arising out of consignment or similar arrangements for the sale by the Borrower and its Subsidiaries of goods through third parties in the ordinary course of business or otherwise consistent with past practice;

(o) Liens solely on any cash earnest money deposits made by the Borrower or any of its Subsidiaries in connection with an Investment permitted by Section 7.7;

(p) Liens deemed to exist in connection with Investments permitted by Section 7.7(b) that constitute repurchase obligations;

(q) Liens upon specific items of inventory, equipment or other goods and proceeds of the Borrower or any of its Subsidiaries arising in the ordinary course of business securing such Person's obligations in respect of bankers' acceptances and letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory, equipment or other goods;

(r) Liens (i) on cash deposits securing any Hedge Agreements permitted hereunder, and not for speculative purposes, in an aggregate amount not to exceed $[10,000,000] at any time outstanding or (ii) securing Hedging Agreements of the Borrower and its Subsidiaries entered into in the ordinary course of business for the purpose of providing foreign exchange for their respective operating requirements or of hedging interest rate or currency exposure, and not for speculative purposes;

(s) any interest or title of a lessor under any leases or subleases entered into by the Borrower or any of its Subsidiaries in the ordinary course of business and any financing statement filed in connection with any such lease;

(t) Liens on cash and Cash Equivalents (including the net proceeds of the incurrence of Indebtedness) used to defease or to satisfy and discharge or redeem or repurchase Indebtedness, provided, that such defeasance or satisfaction and discharge or redemption or repurchase is not prohibited hereunder;

(u) (i) Liens that are contractual rights of set-off (A) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (B) relating to pooled deposit or sweep accounts of the Borrower or any of its Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower and its Subsidiaries or (C) relating to purchase orders and other agreements entered into with distributors, clients, customers, vendors or suppliers of the Borrower or any of its Subsidiaries in the ordinary course of business, (ii) other Liens securing cash management obligations in the ordinary course of business and (iii) Liens encumbering reasonable and customary initial deposits and margin deposits in respect of, and similar Liens attaching to, commodity trading accounts and other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(v) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights;

(w) Liens on Capital Stock in joint ventures and other non-wholly owned entities securing obligations of such joint venture or entity and options, put and call arrangements, rights of first refusal and similar rights relating to Capital Stock in joint ventures and other non-wholly owned entities;

(x) Liens securing obligations in respect of trade-related letters of credit permitted under Section 7.2 and covering the goods (or the documents of title in respect of such goods) financed by such letters of credit and the proceeds and products thereof;

(y) other Liens with respect to obligations the principal amount of which do not exceed $[25,000,000], at any time outstanding; provided, that any such Liens on any Property of the BrandCo Entities (x) shall not secure obligations in excess of $[1,000,000], (y) shall not secure any Indebtedness for Borrowed Money and (z) shall not secure obligations that are secured by any other asset of the Borrower or its Subsidiaries;

(z) non-exclusive licenses, sublicenses, cross-licensing or pooling of, or similar arrangements with respect to, Intellectual Property granted by the Borrower or any of its Subsidiaries which do not interfere in any material respect with the ordinary conduct of the business of the Borrower or such Subsidiary;

(aa) Liens arising from precautionary UCC financing statement filings (or other similar filings in non-U.S. jurisdictions) regarding leases, subleases, licenses or consignments, in each case, entered into by the Borrower or any of its Subsidiaries;

(bb) Liens on cash and Cash Equivalents (and the related escrow accounts) in connection with the issuance into (and pending the release from) escrow of, any Permitted Refinancing Obligations, any Indebtedness permitted under Section 7.2 and, in each case, any Permitted Refinancing thereof;

(cc) (A) Liens on the Collateral (other than the Collateral of any BrandCo Entity) securing (i) Indebtedness incurred pursuant to Section 7.2(aa), (ii) ABL Designated Banking Services Obligations[,][and] (iii) ABL Designated Swap Obligations [and (iv) ABL Designated Specified Additional Obligations] and (B) Liens on assets of Foreign Subsidiaries securing Indebtedness incurred pursuant to Section 7.2(aa) for working capital and general corporate purposes, provided that (x) the aggregate principal amount of Indebtedness secured by any such Liens shall reduce the aggregate principal amount of Indebtedness that may be incurred pursuant to Section 7.2(k) and (y) all obligors with respect to such Indebtedness incurred pursuant to this Section 7.3(cc)(B) shall also guarantee the Obligations; provided, further, that any such Liens on such Collateral incurred pursuant to this Section 7.3 (cc) shall be subject to the ABL Intercreditor Agreement;

(dd) (i) zoning or similar laws or rights reserved to or vested in any Governmental Authority to control or regulate the use of any real property and (ii) Liens in favor of the United States of America for amounts paid by the Borrower or any of its Subsidiaries as progress payments under government contracts entered into by them (provided, that no such Lien described in this clause (ii) shall encumber any Collateral);

(ee) any extension, renewal or replacement of any Liens permitted by this Section 7.3; provided, that the Liens permitted by this clause (ee) shall not extend to or cover any additional Indebtedness (other than applicable Permitted Refinancings) or property (other than the proceeds or products thereof or any accessions or improvements thereto and after-acquired property subjected to a Lien pursuant to terms no broader than the equivalent terms existing at the time of such extension, renewal or replacement, and other than a substitution of like property) unless such Lien uses a separate basket under this Section 7.3;

(ff) Liens in favor of the Borrower or any Subsidiary Guarantor securing Indebtedness permitted under Section 7.2(b); provided, that to the extent such Liens are on the Collateral such Liens shall be junior to the Liens on the Collateral securing the Obligations and subject to an Other Intercreditor Agreement;

(gg) Liens on inventory or equipment of the Borrower or any Subsidiary granted in the ordinary course of business to the Borrower's or such Subsidiary's (as applicable) distributor, vendor, supplier, client or customer at which such inventory or equipment is located;

(hh) other Liens incidental to the conduct of business of the Borrower and its Subsidiaries or the ownership of any of their assets not incurred in connection with Indebtedness, which Liens do not in any case materially detract from the value of the Property subject thereto or interfere with the ordinary course of business of the Borrower or any of its Subsidiaries;

(ii) [reserved];

(jj) [reserved];

(kk) Liens on cash deposits in respect of Indebtedness permitted under Section 7.2(n) or 7.2(bb); provided, that, with respect to Indebtedness permitted under Section 7.2(bb)(y), the amount of any such deposit does not exceed the amount of the Indebtedness such cash deposits secures;

(ll) [reserved]; and

(mm) Liens on all premiums (if any), interest (including post-petition interest), fees, expenses, charges, accretion or amortization of original issue discount, accretion of interest paid in kind and additional or contingent interest on obligations permitted to be incurred pursuant to Sections 7.2(a) through (cc) and the subject of any Lien permitted pursuant to clauses (a) through (ll) above.

Notwithstanding anything in this Agreement to the contrary and in addition to the foregoing, no Lien shall be permitted on any assets of the BrandCo Entities, except BrandCo Permitted Liens.

7.4 Fundamental Changes. Consummate any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its Property or business, except that:

(a) (i) any Subsidiary (other than a BrandCo Entity) may be merged, amalgamated or consolidated with or into, or be liquidated into, the Borrower (provided, that the Borrower shall be the continuing or surviving corporation) or (ii) any Subsidiary (other than a BrandCo Entity) may be merged, amalgamated or consolidated with or into, or be liquidated into, any Subsidiary Guarantor (provided, that (x) a Subsidiary Guarantor shall be the continuing or surviving corporation or (y) substantially simultaneously with such transaction, the continuing or surviving corporation shall become a Subsidiary Guarantor and the Borrower shall comply with Section 6.8 in connection therewith) or (iii) any Subsidiary may be merged with or into, or be liquidated into, any BrandCo (provided, that a BrandCo shall be the continuing surviving corporation);

(b) any Non-Guarantor Subsidiary may be merged or consolidated with or into, or be liquidated into, any other Non-Guarantor Subsidiary that is a Subsidiary;

(c) any Subsidiary (other than a BrandCo Entity) may Dispose of all or substantially all of its assets upon voluntary liquidation or otherwise to any Loan Party;

(d) any Non-Guarantor Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation, dissolution, winding-up or otherwise) to any other Non-Guarantor Subsidiary that is a Subsidiary or to Holdings;

(e) Dispositions permitted by Section 7.5 (other than Section 7.5(c)) and any merger, dissolution, liquidation, consolidation, amalgamation, investment or Disposition, the purpose of which is to effect a Disposition permitted by Section 7.5 (other than Section 7.5(c)), may be consummated;

(f) any Investment expressly permitted by Section 7.7 (other than Section 7.7(o)) may be structured as a merger, consolidation or amalgamation;

(g) the Borrower and its Subsidiaries may consummate the Transactions;

(h) any Subsidiary (other than a BrandCo Entity) may liquidate or dissolve if (i) the Borrower determines in good faith that such liquidation or dissolution is in the best interest of the Borrower and is not materially disadvantageous to the Lenders and (ii) to the extent such Subsidiary (other than a BrandCo Entity) is a Loan Party, any assets or business of such Subsidiary not otherwise Disposed of or transferred in accordance with Section 7.4 or 7.5 or, in the case of any such business, discontinued, shall be transferred to, or otherwise owned or conducted by, a Loan Party after giving effect to such liquidation or dissolution;

(i) any Escrow Entity may be merged with and into the Borrower or any Subsidiary (provided that the Borrower or such Subsidiary shall be the continuing or surviving entity); and

(j) if at the time thereof and immediately after giving effect thereto no Default or Event of Default shall have occurred and be continuing or would result therefrom, any Person may be merged, amalgamated or consolidated with or into the Borrower, provided, that (A) the Borrower shall be the surviving entity or (B) if the surviving entity is not the Borrower (such other person, the "Successor Borrower"), (1) the Successor Borrower shall be an entity organized or existing under the laws of the United States, any state thereof, the District of Columbia or any territory thereof, (2) the Successor Borrower shall expressly assume all the obligations of the Borrower under this Agreement and the other Loan Documents pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Administrative Agent and the Required Lenders, (3) each Guarantor, unless it is the other party to such merger or consolidation, shall have by a supplement to the Guarantee and Collateral Agreement confirmed that its guarantee thereunder shall apply to any Successor Borrower's obligations under this Agreement, (4) each Guarantor, unless it is the other party to such merger or consolidation, shall have by a supplement to any applicable Security Document affirmed that its obligations thereunder shall apply to its guarantee as reaffirmed pursuant to clause (3), (5) each mortgagor of a Mortgaged Property, unless it is the other party to such merger or consolidation, shall have affirmed that its obligations under the applicable Mortgage shall apply to its guarantee as reaffirmed pursuant to clause (3) and (6) the Successor Borrower shall deliver to the Administrative Agent (x) an officer's certificate stating that such merger or consolidation does not violate this Agreement or any other Loan Document and (y) an opinion of counsel to the effect that such merger or consolidation does not violate this Agreement or any other Loan Document and covering such other matters as are contemplated by the opinions of counsel delivered on the Closing Date pursuant to Section 5.1(e) (it being understood that if the foregoing are satisfied, the Successor Borrower will succeed to, and be substituted for, the Borrower under this Agreement).

7.5 Dispositions of Property. Dispose of any of its owned Property (including receivables) whether now owned or hereafter acquired, or, in the case of any Subsidiary, issue or sell any shares of such Subsidiary's Capital Stock (other than directors' qualifying shares) to any Person, except:

(a) (i) the Disposition of surplus, obsolete, damaged or worn out Property (including scrap and byproducts) in the ordinary course of business, Dispositions of Property (other than Intellectual Property) no longer used or useful or economically practicable to maintain in the conduct of the business of the Borrower and other Subsidiaries in the ordinary course and Dispositions of Property necessary in order to comply with applicable Requirements of Law or licensure requirements (as determined by the Borrower in good faith), (ii) the sale of defaulted receivables in the ordinary course of business, (iii) abandonment, cancellation or Disposition of any non-Material Intellectual Property in the ordinary course of business and (iv) sales, leases or other Dispositions of inventory determined by the management of the Borrower to be no longer useful or necessary in the operation of the Business;

(b) (i) the sale of inventory or other Property (other than Intellectual Property) in the ordinary course of business, (ii) the non-exclusive cross-licensing, pooling, sublicensing or licensing of, or similar arrangements (including Disposition of marketing rights) with respect to, Intellectual Property in the ordinary course of business or not materially disadvantageous to the Lenders, and (iii) the contemporaneous exchange, in the ordinary course of business, of Property (other than Material Intellectual Property) for Property of a like kind, to the extent that the Property received in such exchange is of a Fair Market Value equivalent to the Fair Market Value of the Property exchanged (provided, that after giving effect to such exchange, the Fair Market Value of the Property of any Loan Party subject to Liens in favor of the Collateral Agent under the Security Documents is not materially reduced);

(c) Dispositions permitted by Section 7.4 (other than Section 7.4(e));

(d) the sale or issuance of (i) any Subsidiary's Capital Stock (other than Capital Stock a BrandCo Entity) to any Loan Party and (ii) the Capital Stock of any Non-Guarantor Subsidiary that is a Subsidiary to any other Non-Guarantor Subsidiary that is a Subsidiary or to Holdings;

(e) any Disposition of assets; provided, that if (i) the total value of the assets subject to such Disposition is in excess of $[20,000,000], it shall be for Fair Market Value, (ii) at least 75% of the total consideration received by the Borrower and its Subsidiaries is in the form of cash or Cash Equivalents (provided that, to the extent such Disposition relates to the Collateral of any BrandCo Entity, 100% of the total consideration received by the Borrower and its Subsidiaries shall be in the form of cash or Cash Equivalents), (iii) no Event of Default then exists or would result from such Disposition (except if such Disposition is made pursuant to an agreement entered into at a time when no Event of Default exists), and (iv) the requirements of Section 2.12(b), to the extent applicable, are complied with in connection therewith; provided, however, that for purposes of clause (ii) above, the following shall be deemed to be cash (other than with respect to Dispositions of Collateral of any BrandCo Entity): any Designated Non-cash Consideration received by the Borrower or any of its Subsidiaries in such Disposition having an aggregate Fair Market Value, taken together with all other Designated Non-cash Consideration received pursuant to this clause (e) that is at that time outstanding, not to exceed the greater of (I) $[75,000,000] and (II) [2.0]% of Consolidated Total Assets at the time of the receipt of such Designated Non-cash Consideration (with the Fair Market Value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value);

(f) (i) any Recovery Event; provided, that the requirements of Section 2.12(b) are complied with in connection therewith and (ii) any event that would constitute a Recovery Event but for the Dollar threshold set forth in the definition thereof;

(g) the leasing, licensing, occupying pursuant to occupancy agreements or sub-leasing of Property that would not materially interfere with the required use of such Property by the Borrower or its Subsidiaries;

(h) the transfer for Fair Market Value of Property (including Capital Stock of Subsidiaries) to another Person in connection with a joint venture arrangement with respect to the transferred Property; provided, that (i) such transfer is permitted under Section 7.7(k) or (v) and (ii) for the avoidance of doubt, this clause (h) shall be subject to the limitations on Investments in the last paragraph of Section 7.7;

(i) the sale or discount, in each case without recourse and in the ordinary course of business, of accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof consistent with customary industry practice (and not as part of any bulk sale or financing of receivables);

(j) transfers of condemned Property as a result of the exercise of "eminent domain" or other similar policies to the respective Governmental Authority or agency that has condemned the same (whether by deed in lieu of condemnation or otherwise), and transfers of properties that have been subject to a casualty to the respective insurer of such Property as part of an insurance settlement;

(k) the Disposition of any Immaterial Subsidiary;

(l) [reserved];

(m) the transfer of Property (i) by the Borrower or any Subsidiary Guarantor to any other Loan Party or (ii) from a Non-Guarantor Subsidiary to (A) any Loan Party; provided, that the portion

(if any) of such Disposition made for more than Fair Market Value shall constitute an Investment and comply with Section 7.7 or (B) any other Non-Guarantor Subsidiary that is a Subsidiary;

(n) the Disposition of cash and Cash Equivalents (or the foreign equivalent of Cash Equivalents) in the ordinary course of business;

(o) (i) Liens permitted by Section 7.3 (other than by reference to Section 7.5 or any clause thereof), (ii) Restricted Payments permitted by Section 7.6 (other than by reference to Section 7.5 or any clause thereof), (iii) Investments permitted by Section 7.7 (other than by reference to Section 7.5 or any clause thereof) and (iv) sale and leaseback transactions permitted by Section 7.10 (other than by reference to Section 7.5 or any clause thereof);

(p) Dispositions of Investments in joint ventures and other non-wholly owned entities to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements, shareholder agreements and similar binding arrangements; provided that the requirements of Section 2.12(b), to the extent applicable, are complied with in connection therewith;

(q) [reserved];

(r) the unwinding of Hedge Agreements permitted hereunder pursuant to their terms;

(s) the Disposition of assets acquired pursuant to or in order to effectuate a Permitted Acquisition which assets are (i) obsolete or (ii) not used or useful to the core or principal business of the Borrower and the Subsidiaries;

(t) Dispositions made on the Closing Date to consummate the Transactions;

(u) [reserved];

(v) [reserved];

(w) the sale of services, or the termination of any other contracts, in each case in the ordinary course of business;

(x) [reserved];

(y) [reserved];

(z) Dispositions of Property to the extent that (i)(A) such Property is exchanged for credit against the purchase price of similar replacement Property or (B) the proceeds of such Disposition are applied to the purchase price of such replacement Property and (ii) to the extent such Property constituted Collateral, such replacement Property constitutes Collateral as well;

(aa) any Disposition of Property that represents a surrender or waiver of a contract right or settlement, surrender or release of a contract or tort claim; and

(bb) Dispositions of Property between or among the Borrower and/or its Subsidiaries as a substantially concurrent interim Disposition in connection with a Disposition otherwise permitted pursuant to clauses (a) through (aa) above.

It is further understood and agreed that, notwithstanding anything in this Agreement to the contrary (i) to the extent any equity interests of any Loan Party are permitted to be Disposed of under this Section 7.5, such Disposition shall be of no less than all of the Capital Stock of any such Loan Party, (ii) [neither Holdings, the Borrower nor any Subsidiary may sell, assign, convey, transfer or otherwise Dispose of any Capital Stock of any BrandCo or assets of a BrandCo Entity except to the extent otherwise permitted pursuant to Section 7.5(e) and clause (iii) of this paragraph and, in each case, subject to Section 2.12(b)] and (iii) none of the Borrower or its Subsidiaries shall sell, assign, convey, transfer or otherwise Dispose of any of its Material Intellectual Property to any Person (other than any BrandCo) nor shall it permit any of its Material Intellectual Property (whether now owned or hereafter acquired) to be owned, held or exclusively licensed by any Person (other than any BrandCo), except (A) non-Material Intellectual Property owned or exclusively licensed by a non-Loan Party as of the Closing Date, and (B) Foreign Subsidiaries that are not Loan Parties may own or hold an exclusive license to non-Material Intellectual Property in the foreign jurisdictions in which they operate (it being understood that, for the avoidance of doubt, the foregoing restriction in this clause (iii) shall not be construed to limit the ability of the Borrower and its Subsidiaries to engage in Dispositions expressly permitted under Section 7.5(a) with respect to non-Material Intellectual Property.

7.6 Restricted Payments. Declare or pay any dividend on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of the Borrower or any of its Subsidiaries, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or Property or in obligations of the Borrower or such Subsidiary (collectively, "Restricted Payments"), except that:

(a) (i) any Subsidiary may make Restricted Payments to any Loan Party and (ii) Non-Guarantor Subsidiaries may make Restricted Payments to other Non-Guarantor Subsidiaries;

(b) the Borrower or any Subsidiary may make Restricted Payments in an aggregate amount not to exceed the Available Amount; provided, that (A) no Event of Default is continuing or would result therefrom and (B) the Consolidated Net Total Leverage Ratio shall not exceed 5.00 to 1.00 on a pro forma basis as of the end of the most recently ended Test Period at the time of such Restricted Payment;

(c) [the Borrower or any Subsidiary may make, without duplication, [(i) Tax Payments and (ii) Restricted Payments to Holdings to permit Holdings to pay (A) franchise and similar taxes and other fees and expenses in connection with the maintenance of its existence and its ownership of the Borrower, (B) so long as the Borrower is a member of a consolidated, combined, unitary or similar group of which Holdings is the parent for U.S. federal, state or local income tax purposes (or the Borrower or any of its Subsidiaries are disregarded as separate from Holdings for U.S. federal income tax purposes), Holdings' federal, state or local income taxes, as applicable, but only to the extent such income taxes are attributable to the income of the Borrower and its Subsidiaries that are members of such group, determined by taking into account any available net operating loss carryovers or other tax attributes of the Borrower and such Subsidiaries; provided, that in each case the amount of such payments with respect to any fiscal year does not exceed the amount that the Borrower and such Subsidiaries would have been required to pay in respect of such income taxes for such fiscal year were the Borrower and such Subsidiaries a consolidated or combined group of which the Borrower was the common parent, less any amounts paid directly by Borrower and such Subsidiaries with respect to such Taxes, or were the Borrower and its applicable Subsidiaries not disregarded as separate from Holdings for U.S. Federal income tax purposes; (C) income Taxes of Holdings arising in connection with the Restructuring Transactions; (D) customary fees, salary, bonus, severance and other benefits payable to, and indemnities provided on behalf of, their current and former officers and employees and members of their Board of Directors, (E) ordinary course corporate operating expenses and other fees and expenses required to maintain its corporate existence, (F) fees and

expenses to the extent permitted under Section 7.9(b)(i), (G) reasonable fees and expenses incurred in connection with any debt or equity offering by Holdings, to the extent the proceeds thereof are (or, in the case of an unsuccessful offering, were intended to be) used for the benefit of the Borrower and its Subsidiaries, whether or not completed and (H) reasonable fees and expenses in connection with compliance with reporting and public and limited company obligations under, or in connection with compliance with, federal or state laws (including securities laws, rules and regulations, securities exchange rules and similar laws, rules and regulations) or under this Agreement or any other Loan Document;][22]

(d) the Borrower may make Restricted Payments in the form of Capital Stock of the Borrower;

(e) the Borrower and any of its Subsidiaries may make Restricted Payments to, directly or indirectly, purchase the Capital Stock of Holdings, the Borrower or any Subsidiary from present or former officers, directors, consultants, agents or employees (or their estates, trusts, family members or former spouses) of Holdings, the Borrower or any Subsidiary upon the death, disability, retirement or termination of the applicable officer, director, consultant, agent or employee or pursuant to any equity subscription agreement, stock option or equity incentive award agreement, shareholders' or members' agreement or similar agreement, plan or arrangement; provided, that the aggregate amount of payments under this clause (e) in any fiscal year of the Borrower shall not exceed the sum of (i) $[10,000,000] in any fiscal year, plus (ii) any proceeds received from key man life insurance policies, plus (iii) any proceeds received by Holdings or the Borrower during such fiscal year from sales of the Capital Stock of Holdings or the Borrower to directors, officers, consultants or employees of Holdings, the Borrower or any Subsidiary in connection with permitted employee compensation and incentive arrangements; provided, that any Restricted Payments permitted (but not made) pursuant to sub-clause (i), (ii) or (iii) of this clause (e) in any prior fiscal year may be carried forward to any subsequent fiscal year (subject to an annual cap of no greater than $[20,000,000]), and provided, further, that cancellation of Indebtedness owing to the Borrower or any Subsidiary by any member of management of Holdings, the Borrower or any Subsidiary in connection with a repurchase of the Capital Stock of the Borrower or Holdings will not be deemed to constitute a Restricted Payment for purposes of this Section 7.6;

(f) the Borrower and its Subsidiaries may make Restricted Payments to make, or to allow Holdings to make, (i) non-cash repurchases of Capital Stock deemed to occur upon exercise of stock options or similar equity incentive awards, if such Capital Stock represents a portion of the exercise price of such options or similar equity incentive awards, (ii) tax payments on behalf of present or former officers, directors, consultants, agents or employees (or their estates, trusts, family members or former spouses) of Holdings, the Borrower or any Subsidiary in connection with noncash repurchases of Capital Stock pursuant to any equity subscription agreement, stock option or equity incentive award agreement, shareholders' or members' agreement or similar agreement, plan or arrangement of Holdings, the Borrower or any Subsidiary, (iii) make-whole or dividend-equivalent payments to holders of vested stock options or other Capital Stock or to holders of stock options or other Capital Stock at or around the time of vesting or exercise of such options or other Capital Stock to reflect dividends previously paid in respect of Capital Stock of the Borrower or Holdings and (iv) payments under a Dutch Auction conducted in accordance with the procedures set forth in this Agreement;

(g) the Borrower may make Restricted Payments in an amount not to exceed the Excluded Contribution Amount within 90 days of receipt thereof, so long as, with respect to any such Restricted Payments, no Event of Default shall have occurred and be continuing or would result therefrom;

[22] NTD: Subject to ongoing review pending determination of structure.

(h) the Borrower may make Restricted Payments to make, or to allow Holdings to make, payments in cash, in lieu of the issuance of fractional shares, upon the exercise of warrants or upon the conversion or exchange of Capital Stock of any such Person;

(i) [reserved];

(j) to the extent constituting Restricted Payments, the Borrower and its Subsidiaries may enter into and consummate transactions expressly permitted (other than by reference to Section 7.6 or any clause thereof) by any provision of Sections 7.4, 7.5, 7.7 and 7.9;

(k) (i) any non-wholly owned Subsidiary of the Borrower may declare and pay cash dividends to its equity holders generally so long as the Borrower or its respective Subsidiary which owns the equity interests in the Subsidiary paying such dividend receives at least its proportional share thereof (based upon its relative holding of the equity interests in the Subsidiary paying such dividends and taking into account the relative preferences, if any, of the various classes of equity interest of such Subsidiary), and (ii) any non-wholly owned Subsidiary of the Borrower may make Restricted Payments to one or more of its equity holders (which payments need not be proportional) in lieu of or to effect an earnout so long as (x) such payment is in the form of such Subsidiary's Capital Stock and (y) such Subsidiary continues to be a Subsidiary after giving effect thereto;

(l) the Borrower and its Subsidiaries may make Restricted Payments on or after the Closing Date to consummate the Transactions;

(m) [reserved];

(n) the payment of dividends and distributions within 60 days after the date of declaration thereof, if at the date of declaration of such payment, such payment would have been permitted pursuant to another clause of this Section 7.6;

(o) [reserved];

(p) [reserved]; and

(q) provided that no Event of Default is continuing or would result therefrom, the Borrower may make Restricted Payments in respect of reasonable fees and expenses incurred in connection with any successful or unsuccessful debt or equity offering or any successful or unsuccessful acquisition or strategic transaction of Holdings.

7.7 Investments. Make any advance, loan, extension of credit (by way of guarantee or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or all or substantially all of the assets constituting an ongoing business from, or make any other similar investment in, any other Person (all of the foregoing, "Investments"), except:

(a) (i) extensions of trade credit in the ordinary course of business, (ii) loans, advances and promotions made to distributors, customers, vendors and suppliers in the ordinary course of business or in accordance with market practices, (iii) purchases and acquisitions of inventory, supplies, materials and equipment, purchases of contract rights, accounts and chattel paper, purchases of put and call foreign exchange options to the extent necessary to hedge foreign exchange exposures or foreign exchange spot and forward contracts, purchases of notes receivable or non-exclusive licenses or leases of Intellectual Property, in each case in the ordinary course of business, to the extent such purchases and acquisitions constitute Investments, (iv) Investments among the Borrower and its Subsidiaries in connection with the

sale of inventory and parts in the ordinary course of business and (v) purchases and acquisitions of non-Material Intellectual Property or purchases of non-exclusive contract rights or non-exclusive licenses or leases of Intellectual Property, in each case, in the ordinary course of business, to the extent such purchases and acquisitions constitute Investments;

(b) Investments in Cash Equivalents (or the foreign equivalent of Cash Equivalents) and Investments that were Cash Equivalents (or the foreign equivalent of Cash Equivalents) when made;

(c) Investments arising in connection with (i) the incurrence of Indebtedness permitted by Section 7.2 (other than by reference to Section 7.7 or any clause thereof) to the extent arising as a result of Indebtedness among the Borrower or any of its Subsidiaries and Guarantee Obligations permitted by Section 7.2 (other than by reference to Section 7.7 or any clause thereof) and payments made in respect of such Guarantee Obligations, (ii) the forgiveness or conversion to equity of any Indebtedness permitted by Section 7.2 (other than by reference to Section 7.7 or any clause thereof) and (iii) guarantees by the Borrower or any of its Subsidiaries of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(d) loans and advances to employees, consultants or directors of Holdings or any of its Subsidiaries in the ordinary course of business in an aggregate amount (for the Borrower and all of its Subsidiaries) not to exceed $[10,000,000] (excluding (for purposes of such cap) tuition advances, travel and entertainment expenses, but including relocation advances) at any one time outstanding;

(e) Investments (i) (other than those relating to the incurrence of Indebtedness permitted by Section 7.7(c)) by the Borrower or any of its Subsidiaries in the Borrower or any Person that, prior to such Investment, is a Loan Party (or is a Subsidiary that becomes a Loan Party in connection with such Investment), (ii) by the Borrower or any Subsidiary Guarantor in any Non-Guarantor Subsidiaries so long as such Investment is part of a series of Investments by Subsidiaries in other Subsidiaries that result in the proceeds of the initial Investment being invested in one or more Loan Parties, (iii) comprised solely of equity purchases or contributions by the Borrower or any of its Subsidiaries in any other Subsidiary made for tax purposes, so long as the Borrower provides to the Administrative Agent evidence reasonably acceptable to the Administrative Agent that, after giving pro forma effect to such Investments, the granting, perfection, validity and priority of the security interest of the Secured Parties in the Collateral, taken as a whole, is not impaired in any material respect by such Investment and (iv) existing on the Closing Date in any Non-Guarantor Subsidiary;

(f) Permitted Acquisitions to the extent that any Person or Property acquired in such acquisition becomes a Subsidiary or a part of a Subsidiary; provided, that (i) immediately before and after giving effect to any such Permitted Acquisition, no Event of Default shall have occurred and be continuing and (ii) the aggregate amount of consideration paid by the Borrower and its Subsidiaries in connection with Permitted Acquisitions of Persons other than Loan Parties and of Property that does not become Collateral shall not exceed $[50,000,000];

(g) loans by the Borrower or any of its Subsidiaries to the employees, officers or directors of Holdings or any of its Subsidiaries in connection with management incentive plans (provided, that such loans represent cashless transactions pursuant to which such employees, officers or directors directly (or indirectly) invest the proceeds of such loans in the Capital Stock of Holdings);

(h) [reserved];

(i) Investments (including debt obligations) received in the ordinary course of business by the Borrower or any of its Subsidiaries in connection with (w) the bankruptcy or reorganization

of suppliers, vendors, distributors, clients, customers and other Persons, (x) settlement of delinquent obligations of, and other disputes with, suppliers, vendors, distributors, clients, customers and other Persons arising in the ordinary course of business, (y) endorsements for collection or deposit and (z) customary trade arrangements with suppliers, vendors, distributors, clients and customers, including consisting of Capital Stock of clients and customers issued to the Borrower or any Subsidiary in consideration for goods provided and/or services rendered;

(j) Investments by any Non-Guarantor Subsidiary in any other Non-Guarantor Subsidiary;

(k) Investments in existence on, or pursuant to legally binding written commitments in existence on, the Closing Date (after giving effect to the Transactions) and listed on Schedule 7.7 and, in each case, any extensions, renewals or replacements thereof, so long as the amount of any Investment made pursuant to this clause (k) is not increased (other than pursuant to such legally binding commitments);

(l) Investments of the Borrower or any of its Subsidiaries under Hedge Agreements permitted hereunder;

(m) Investments of any Person existing, or made pursuant to binding commitments in effect at the time such Person becomes a Subsidiary or consolidates, amalgamates or merges with the Borrower or any of its Subsidiaries (including in connection with a Permitted Acquisition); provided, that such Investment was not made in anticipation of such Person becoming a Subsidiary or of such consolidation, amalgamation or merger;

(n) [reserved];

(o) to the extent constituting Investments, transactions expressly permitted (other than by reference to this Section 7.7 or any clause thereof) under Sections 7.4, 7.5, 7.6 and 7.8;

(p) Subsidiaries of the Borrower may be established or created, if (i) to the extent such new Subsidiary is a Domestic Subsidiary, the Borrower and such Subsidiary comply with the provisions of Section 6.8(c) and (ii) to the extent such new Subsidiary is a Foreign Subsidiary, the Borrower complies with the provisions of Section 6.8(d); provided, that, in each case, to the extent such new Subsidiary is created solely for the purpose of consummating a merger, consolidation, amalgamation or similar transaction pursuant to an acquisition permitted by this Section 7.7, and such new Subsidiary at no time holds any assets or liabilities other than any consideration contributed to it substantially contemporaneously with the closing of such transactions, such new Subsidiary shall not be required to take the actions set forth in Section 6.8(c) or 6.8(d), as applicable, until the respective acquisition is consummated (at which time the surviving entity of the respective transaction shall be required to so comply within ten Business Days or such longer period as the Administrative Agent shall agree);

(q) Investments arising directly out of the receipt by the Borrower or any of its Subsidiaries of non-cash consideration for any sale of assets permitted under Section 7.5 (other than by reference to Section 7.7 or any clause thereof);

(r) (i) Investments resulting from pledges and deposits referred to in Sections 7.3(c) and (d) and (ii) cash earnest money deposits made in connection with Permitted Acquisitions or other Investments permitted under this Section 7.7;

(s) Investments in connection with a legitimate business purpose (which, for the avoidance of doubt, shall not include any financing arrangement) consisting of (i) the non-exclusive

licensing, sublicensing, cross-licensing, pooling or contribution of, or similar arrangements with respect to, Intellectual Property, in each case, in the ordinary course of business or not otherwise materially adverse to the interest of the Lenders, and (ii) the transfer or licensing of non-U.S. non-Material Intellectual Property to a Foreign Subsidiary in the ordinary course of business or not otherwise materially adverse to the interest of the Lenders;

(t) [reserved];

(u) Investments in the ordinary course of business consisting of UCC Article 3 endorsements for collection or deposit and UCC Article 4 customary trade arrangements with customers;

(v) Investments in an aggregate amount not to exceed the sum of (i)(A) $[75,000,000] minus (B) the aggregate amount of any prepayment, redemption, purchase, defeasement or other satisfaction prior to the scheduled maturity of any Junior Financing pursuant to Section 7.8(a)(iv), plus (ii) so long as no Event of Default shall have occurred and be continuing, an amount equal to the Available Amount; *provided*, that Investments made by any Loan Party pursuant to this clause (v) shall not be in the form of Material Intellectual Property (or of Capital Stock of Subsidiaries owning Material Intellectual Property) in any Non-Guarantor Subsidiary;

(w) advances of payroll payments to employees, or fee payments to directors or consultants, in the ordinary course of business;

(x) Investments constituting loans or advances in lieu of Restricted Payments permitted pursuant to Section 7.6;

(y) [reserved];

(z) [reserved];

(aa) Investments to the extent that payment for such Investments is made solely by the issuance of Capital Stock (other than Disqualified Capital Stock) of Holdings to the seller of such Investments;

(bb) [reserved];

(cc) [reserved];

(dd) the Borrower or any of its Subsidiaries may make Investments in an amount not to exceed the Excluded Contribution Amount within 90 days of the receipt thereof, so long as, with respect to any such Investments, no Event of Default shall have occurred and be continuing or would result therefrom;

(ee) [reserved];

(ff) the Borrower or any of its Subsidiaries may make Investments in prepaid expenses, negotiable instruments held for collection and lease and utility and worker's compensation deposits provided to third parties in the ordinary course of business;

(gg) [reserved]; and

(hh) Investments in [(i) open-market purchases of common stock of Holdings and (ii)]any other Investment available to highly compensated employees under any "excess 401-(k) plan" of

the Borrower (or any of its Domestic Subsidiaries, as applicable), in each case to the extent necessary to permit the Borrower (or such Domestic Subsidiary, as applicable) to satisfy its obligations under such "excess 401-(k) plan" for highly compensated employees; provided, however, that the aggregate amount of such purchases and other Investments under this Section 7.7(hh) together with any Restricted Payments made as permitted under Section 7.6(e) does not exceed the amounts set forth in such section.

It is further understood and agreed that for purposes of determining the value of any Investment outstanding for purposes of this Section 7.7, such amount shall be deemed to be the amount of such Investment when made, purchased or acquired less any returns on such Investment (not to exceed the original amount invested). Notwithstanding anything in this Agreement to the contrary and in addition to the foregoing, from and after the Closing Date, Investments by Loan Parties in Subsidiaries that are not Guarantors (including at the time of designation as a non-Loan Party) shall not exceed at any time (x) $[25,000,000] (provided that (i) to the extent any such Investment is not in cash, the Fair Market Value of such investment shall be determined by a third party financial advisor of nationally recognized standing and (ii) this paragraph shall not apply to Investments in connection with the sale of inventory and parts in the ordinary course of business and consistent with past practice), *plus* (y) the amount of such Investments made pursuant to Section 7.7(v). For the avoidance of doubt, this paragraph shall not restrict Investments in existence on the Closing Date.

It is further understood and agreed that, notwithstanding anything in this Agreement to the contrary, each of the Borrower and its Subsidiaries shall not make any Investment of Material Intellectual Property in any Person (other than a BrandCo), nor shall it permit any of its Material Intellectual Property (whether now owned or hereafter acquired) to be owned, held or exclusively licensed by any Person (other than a BrandCo), [except (A) non-Material Intellectual Property owned or exclusively licensed by a non-Loan Party as of the Closing Date, and (B) Foreign Subsidiaries that are not Loan Parties may own or hold an exclusive license to non-Material Intellectual Property in the foreign jurisdictions in which they operate].

7.8 Prepayments, Etc. of Indebtedness; Amendments.

(a) Optionally prepay, redeem, purchase, defease or otherwise satisfy prior to the day that is 90 days before the scheduled maturity thereof in any manner the principal amount of (x) any Indebtedness that is expressly subordinated by contract in right of payment to the Obligations, (y) (I) any Indebtedness incurred pursuant to Section 7.2 (a), (i), (t) and (v) that is secured by all or any part of the Collateral or (II) any other Indebtedness incurred pursuant to Section 7.2 that is secured by all or a material part of the Collateral, in each case of clauses (I) and (II), on a junior basis relative to the Obligations, but is not also secured by any substantial part of the Collateral on a pari passu or senior basis relative to the Obligations or (z) any Indebtedness incurred pursuant to Section 7.2 that is unsecured (collectively, "Junior Financing") (it being understood, for the avoidance of doubt, that (1) payments of regularly scheduled interest and principal on all of the foregoing shall be permitted and (2) the term "Junior Financing" does not include any Indebtedness under (A) the ABL Facility Agreement or any other Indebtedness subject to the ABL Intercreditor Agreement or (B) this Agreement), or make any payment in violation of any subordination terms of any Junior Financing Documentation, except:

(i) a prepayment, redemption, purchase, defeasement or other satisfaction of Junior Financing made in an amount not to exceed the Available Amount; provided, that immediately before and immediately after giving pro forma effect to such prepayment, redemption, purchase, defeasement or other satisfaction, no Event of Default shall have occurred and be continuing; provided, further, that use of the Available Amount pursuant to this clause (i) shall be subject to the requirement that immediately after giving effect to any such prepayment, redemption, purchase, defeasement or other satisfaction, the Consolidated Net Total Leverage Ratio shall not exceed 5.00 to 1.00 on a pro forma basis as of the end of the most recently ended Test Period;

(ii) the conversion of any Junior Financing to Capital Stock (other than Disqualified Capital Stock) or the prepayment, redemption, purchase, defeasement or other satisfaction of Junior Financing in an amount not to exceed the Excluded Contribution Amount (other than Disqualified Capital Stock);

(iii) the prepayment, redemption, purchase, defeasement or other satisfaction of any Junior Financing with any Permitted Refinancing thereof;

(iv) the prepayment, redemption, purchase, defeasement or other satisfaction prior to the day that is 90 days before the scheduled maturity of any Junior Financing, in an aggregate amount not to exceed (i) $[75,000,000] minus (ii) the aggregate amount of Investments made pursuant to Section 7.7(v);

(v) the prepayment, redemption, purchase, defeasance or other satisfaction of any Indebtedness incurred or assumed pursuant to Section 7.2(t);

(vi) the prepayment, redemption, purchase, defeasance or other satisfaction of any Indebtedness to consummate the Transactions; and

(vii) the prepayment, redemption, purchase, defeasance or other satisfaction of any intercompany indebtedness (A) owing by a Loan Party to another Loan Party, (B) owing by a Subsidiary that is Non-Guarantor Subsidiary to a Subsidiary that is Non-Guarantor Subsidiary and (C) owing by a Subsidiary that is Non-Guarantor Subsidiary to a Loan Party;

provided, that, notwithstanding the foregoing, the Borrower shall not, and shall not permit any of its Subsidiaries to repurchase any Junior Financing of the Borrower prior to the date that is 105 days or more prior to the stated maturity thereof, except to the extent that the Borrower and its Subsidiaries have Liquidity of at least $[200,000,000], after giving pro forma effect to such prepayment, redemption, purchase, defeasance or other satisfaction.

(b) amend or modify the documentation in respect of any Junior Financing in a manner, taken as a whole (as shall be determined by the Borrower in good faith), that would be materially adverse to the Lenders; provided, that nothing in this Section 7.8(b) shall prohibit the refinancing, replacement, extension or other similar modification of any Indebtedness to the extent otherwise permitted by Section 7.2.

7.9 Transactions with Affiliates.

(a) Enter into any transaction or series of transactions, including any purchase, sale, lease or exchange of Property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate thereof (other than among Loan Parties or among non-Loan Parties) involving aggregate payments or consideration in excess of $[20,000,000] unless such transaction is (1) otherwise not prohibited under this Agreement and (2) upon terms materially no less favorable when taken as a whole to the Borrower or such Subsidiary, as the case may be, than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate; provided with respect to any such transaction involving aggregate payments or consideration in excess of $[25,000,000], the Borrower shall deliver to the Administrative Agent a letter from a nationally recognized investment banking firm stating that such transaction is fair to the Borrower or such Subsidiary from a financial point of view.

(b) Notwithstanding the foregoing, the Borrower and its Subsidiaries may:

(i) pay to Holdings and any of its Affiliates fees, indemnities and expenses in connection with the Transactions and disclosed to the Administrative Agent prior to the Closing Date;

(ii) enter into any transaction with an Affiliate that is not prohibited by the terms of this Agreement to be entered into by Holdings, the Borrower or its Subsidiaries;

(iii) make any Restricted Payment permitted pursuant to Section 7.6 (other than by reference to Section 7.9 or any clause thereof) or any Investment permitted pursuant to Section 7.7;

(iv) perform their obligations pursuant to the Transactions;

(v) enter into transactions with joint ventures for the purchase or sale of goods, equipment and services entered into in the ordinary course of business subject to compliance with this Section 7.9(b);

(vi) without being subject to the terms of this Section 7.9, enter into any transaction with any Person which is an Affiliate of Holdings or the Borrower only by reason of such Person and Holdings or the Borrower, as applicable, having common directors;

(vii) issue Capital Stock to any direct or indirect owner of Holdings, or any director, officer, employee or consultant thereof;

(viii) enter into the transactions allowed pursuant to Section 10.6;

(ix) enter into transactions set forth on Schedule 7.9 and any amendment thereto or replacement thereof so long as such amendment or replacement is not materially more disadvantageous to the Lenders when taken as a whole as compared to the applicable agreement as in effect on the Closing Date as reasonably determined in good faith by the Borrower;

(x) [reserved];

(xi) enter into and perform their respective obligations under the terms of the Company Tax Sharing Agreement in effect on the Closing Date, or any amendments thereto that do not increase the Borrower's or any Subsidiary Guarantor's obligations thereunder in consultation with the Administrative Agent at the direction of the Required Lenders;

(xii) enter into any transaction with an officer, director, manager, employee or consultant of Holdings, the Borrower or any of its Subsidiaries (including compensation or employee benefit arrangements with any such officer, director, manager, employee or consultant) in the ordinary course of business and not otherwise prohibited by the terms of this Agreement;

(xiii) make payments to Holdings, the Borrower, any Subsidiary or any Affiliate of any of the foregoing for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, including in connection with acquisitions or divestitures, which payments, to the extent the amount thereof either individually or collectively with any related payments exceeds $[20,000,000], shall be subject to compliance with this Section 7.9(b) and the opinion delivery requirement of the proviso in Section 7.9(a);

(xiv) enter into any transaction in which the Borrower or any Subsidiary, as the case may be, delivers to the Administrative Agent a letter from a nationally recognized investment

banking firm stating that such transaction is fair to the Borrower or such Subsidiary from a financial point of view and meets the requirements of this Section 7.9;

(xv) enter into any transaction with an Affiliate in which the consideration paid by the Borrower or any Subsidiary consists only of Capital Stock of Holdings;

(xvi) enter into transactions with customers, clients, suppliers, or purchasers or sellers of goods or services that are Affiliates, in each case, in the ordinary course of business and otherwise in compliance with the terms of this Agreement that are fair to the Borrower and its Subsidiaries, as determined in good faith by the Board of Directors or the senior management of the Borrower or Holdings, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;

(xvii) [reserved]; and

(xviii) engage in any transaction in the ordinary course of business between the Borrower or a Subsidiary and its own employee stock option plan that is approved by the Borrower or such Subsidiary in good faith.

For the avoidance of doubt, this Section 7.9 shall not restrict or otherwise apply to employment, benefits, compensation, bonus, retention and severance arrangements with, and payments of compensation or benefits (including customary fees, expenses and indemnities) to or for the benefit of, current or former employees, consultants, officers or directors of Holdings or the Borrower or any of its Subsidiaries in the ordinary course of business.

For purposes of this Section 7.9, any transaction with any Affiliate shall be deemed to have satisfied the standard set forth in clause (a)(2) hereof if such transaction is approved by a majority of the Disinterested Directors of the Board of Directors of the Borrower or such Subsidiary, as applicable. "Disinterested Director": with respect to any Person and transaction, a member of the Board of Directors of such Person who does not have any material direct or indirect financial interest in or with respect to such transaction. A member of any such Board of Directors shall not be deemed to have such a financial interest by reason of such member's holding Capital Stock of the Borrower or Holdings or any options, warrants or other rights in respect of such Capital Stock.

7.10 Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing or licensing or similar arrangement by the Borrower or any of its Subsidiaries of real or personal Property which is to be sold or transferred by the Borrower or any of its Subsidiaries (a) to such Person or (b) to any other Person to whom funds have been or are to be advanced by such Person on the security of such Property or rental obligations of the Borrower or any of its Subsidiaries, except for (i) any such arrangement entered into in the ordinary course of business of the Borrower or any of its Subsidiaries, (ii) sales or transfers by the Borrower or any of its Subsidiaries to any Loan Party, (iii) sales or transfers by any Non-Guarantor Subsidiary to any other Non-Guarantor Subsidiary that is a Subsidiary and (iv) any such arrangement with a Person that is not an Affiliate of the Borrower to the extent that the Fair Market Value of such Property does not exceed $100,000,000, in the aggregate for all such arrangements.

7.11 Changes in Fiscal Periods. Permit the fiscal year of the Borrower to end on a day other than December 31; provided, that the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in fiscal year.

7.12 Negative Pledge Clauses. Enter into any agreement that prohibits or limits the ability of any Loan Party to create, incur, assume or suffer to exist any Lien upon any of its Property, whether now owned or hereafter acquired, to secure the Obligations or, in the case of any Subsidiary Guarantor, its obligations under the Guarantee and Collateral Agreement, other than:

(a) this Agreement, the other Loan Documents and any Intercreditor Agreement;

(b) any agreements governing Indebtedness and/or other obligations secured by a Lien permitted by this Agreement (in which case, any prohibition or limitation shall only be effective against the assets subject to such Liens permitted by this Agreement);

(c) software and other Intellectual Property licenses pursuant to which such Loan Party is the licensee of the relevant software or Intellectual Property, as the case may be (in which case, any prohibition or limitation shall relate only to the assets subject to the applicable license);

(d) Contractual Obligations incurred in the ordinary course of business which (i) limit Liens on the assets that are the subject of the applicable Contractual Obligation or (ii) contain customary provisions restricting the assignment, transfer or pledge of such agreements;

(e) any agreements regarding Indebtedness or other obligations of any Non-Guarantor Subsidiary not prohibited under Section 7.2 (in which case, any prohibition or limitation shall only be effective against the assets of such Non-Guarantor Subsidiary and its Subsidiaries);

(f) prohibitions and limitations in effect on the Closing Date and listed on Schedule 7.12;

(g) customary provisions contained in joint venture agreements, shareholder agreements and other similar agreements applicable to joint ventures and other non-wholly owned entities not prohibited by this Agreement;

(h) customary provisions restricting the subletting, assignment, pledge or other transfer of any lease governing a leasehold interest;

(i) customary restrictions and conditions contained in any agreement relating to any Disposition of Property, leases, subleases, licenses, sublicenses, cross license, pooling and similar agreements not prohibited hereunder;

(j) any agreement in effect at the time any Person becomes a Subsidiary of the Borrower or is merged with or into the Borrower or a Subsidiary of the Borrower, so long as such agreement was not entered into in contemplation of such Person becoming a Subsidiary of the Borrower or a party to such merger;

(k) restrictions imposed by applicable law or regulation or license requirements;

(l) restrictions in any agreements or instruments relating to any Indebtedness permitted to be incurred by this Agreement (including indentures, instruments or agreements governing any Permitted Refinancing Obligations and indentures, instruments or agreements governing any Permitted Refinancings of each of the foregoing) (i) if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially more restrictive on the Subsidiaries than the encumbrances contained in this Agreement (as determined in good faith by the Borrower) or (ii) if such encumbrances and restrictions are customary for similar financings in light of prevailing market conditions

at the time of incurrence thereof (as determined in good faith by the Borrower) and the Borrower determines in good faith that such encumbrances and restrictions would not reasonably be expected to materially impair the Borrower's ability to create and maintain the Liens on the Collateral pursuant to the Security Documents;

(m) restrictions in respect of Indebtedness secured by Liens permitted by Sections 7.3(g) and 7.3(y) relating solely to the assets or proceeds thereof secured by such Indebtedness;

(n) customary provisions restricting assignment of any agreement entered into in the ordinary course of business;

(o) restrictions arising in connection with cash or other deposits not prohibited hereunder and limited to such cash or other deposit;

(p) (i) the ABL Facility and the ABL Documents (in each case, as in effect on the Closing Date) [and (ii) the Foreign ABTL Facility and the Foreign ABTL Credit Agreement (in each case, as in effect on the Closing Date)];

(q) restrictions and conditions that arise in connection with any Dispositions permitted by Section 7.5; provided, however, that such restrictions and conditions shall apply only to the property subject to such Disposition;

(r) [reserved]; and

(s) the foregoing shall not apply to any restrictions or conditions imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or other obligations referred to in clauses (a) through (r) above, provided, that the restrictions and conditions contained in such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in good faith judgment of the Borrower no more restrictive than those restrictions and conditions in effect immediately prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing under the applicable contract, instrument or other obligation.

7.13 Clauses Restricting Subsidiary Distributions. Enter into any consensual encumbrance or restriction on the ability of any Subsidiary to (a) make Restricted Payments in respect of any Capital Stock of such Subsidiary held by, or pay any Indebtedness owed to, the Borrower or any of its Subsidiaries or (b) make Investments in the Borrower or any of its Subsidiaries, except for such encumbrances or restrictions existing under or by reason of or consisting of:

(i) this Agreement or any other Loan Documents and under any Intercreditor Agreement, or any other agreement entered into pursuant to any of the foregoing;

(ii) provisions limiting the Disposition of assets or property in asset sale agreements, stock sale agreements and other similar agreements, which limitation is in each case applicable only to the assets or interests the subject of such agreements but which may include customary restrictions in respect of a Subsidiary in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Subsidiary;

(iii) customary net worth provisions contained in Real Property leases entered into by the Borrower and its Subsidiaries, so long as the Borrower has determined in good faith that such net worth provisions would not reasonably be expected to impair the ability of the Borrower to

meet its ongoing payment obligations hereunder or, in the case of any Subsidiary Guarantor, its obligations under the Guarantee and Collateral Agreement;

(iv) agreements related to Indebtedness permitted by this Agreement (including indentures, instruments or agreements governing any Permitted Refinancing Obligations and indentures, instruments or agreements governing any Permitted Refinancings of each of the foregoing) to the extent that (x) the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially more restrictive on the Subsidiaries than the encumbrances and restrictions contained in this Agreement (as determined in good faith by the Borrower) or (y) such encumbrances and restrictions are customary for similar financings in light of prevailing market conditions at the time of incurrence thereof (as determined in good faith by the Borrower) and the Borrower determines in good faith that such encumbrances and restrictions would not reasonably be expected to materially impair the Borrower's ability to pay the Obligations when due;

(v) non-exclusive licenses, sublicenses, cross-licensing or pooling by the Borrower and its Subsidiaries of, or similar arrangements with respect to, Intellectual Property in the ordinary course of business (in which case such restriction shall relate only to such Intellectual Property);

(vi) Contractual Obligations incurred in the ordinary course of business which include customary provisions restricting the assignment, transfer or pledge thereof;

(vii) customary provisions contained in joint venture agreements, shareholder agreements and other similar agreements applicable to joint ventures and other non-wholly owned entities not prohibited by this Agreement;

(viii) customary provisions restricting the subletting or assignment of any lease governing a leasehold interest;

(ix) customary restrictions and conditions contained in any agreement relating to any Disposition of Property, leases, subleases, licenses and similar agreements not prohibited hereunder;

(x) any agreement in effect at the time any Person becomes a Subsidiary or is merged with or into the Borrower or any Subsidiary, so long as such agreement was not entered into in contemplation of such Person becoming a Subsidiary or a party to such merger;

(xi) encumbrances or restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;

(xii) encumbrances or restrictions imposed by applicable law, regulation or customary license requirements;

(xiii) [reserved];

(xiv) any agreement in effect on the Closing Date and described on Schedule 7.13;

(xv) restrictions or conditions imposed by any obligations secured by Liens permitted pursuant to Section 7.3 (other than obligations in respect of Indebtedness), if such restrictions or conditions apply only to the property or assets securing such obligations and such encumbrances and restrictions are customary for similar obligations in light of prevailing market conditions at the

time of incurrence thereof (as determined in good faith by the Borrower) and the Borrower determines in good faith that such encumbrances and restrictions would not reasonably be expected to materially impair the Borrower's ability to pay the Obligations when due;

(xvi) the ABL Documents [and the Foreign ABTL Documents];

(xvii) [reserved];

(xviii) restrictions or conditions contained in any trading, netting, operating, construction, service, supply, purchase or other agreement to which the Borrower or any of its Subsidiaries is a party entered into in the ordinary course of business; provided, that such agreement prohibits the encumbrance of solely the property or assets of the Borrower or such Subsidiary that are the subject of such agreement, the payment rights arising thereunder or the proceeds thereof and does not extend to any other asset or property of the Borrower or such Subsidiary or the assets or property of any other Subsidiary; and

(xix) the foregoing shall not apply to any restrictions or conditions imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or other obligations referred to in clauses (i) through (xviii) above, provided, that the restrictions and conditions contained in such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in good faith judgment of the Borrower no more restrictive than those restrictions and conditions in effect immediately prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing under the applicable contract, instrument or other obligation.

7.14 Limitation on Hedge Agreements. Enter into any Hedge Agreement other than Hedge Agreements entered into in the ordinary course of business, and not for speculative purposes.

7.15 Amendment of Company Tax Sharing Agreement. Amend, modify, change, waive, cancel or terminate any term or condition of the Company Tax Sharing Agreement in a manner adverse to the interests of the Company or the Lenders without the prior written consent of the Required Lenders.

7.16 Canadian Defined Pension Plans. Except as disclosed in Schedule 7.16, no Loan Party shall (a) establish, sponsor, maintain, contribute to, participate in or have any liability or obligation under or arising from any Canadian Defined Benefit Pension Plan, without the prior written consent of the Administrative Agent, or (b) consummate any transaction that would result in any Person not already a Subsidiary becoming a Subsidiary if such Person sponsors, maintains or contributes to, participates in or has any liability or obligation under one or more Canadian Defined Benefit Pension Plans, without the prior written consent of the Administrative Agent.

SECTION VIIA. HOLDINGS NEGATIVE COVENANTS

Holdings hereby covenants and agrees with each Lender that, so long as the Commitments remain in effect or any Loan or other amount is owing to any Lender or any Agent hereunder (other than contingent or indemnification obligations not then due), unless the Required Lenders shall otherwise consent in writing, (a) Holdings will not create, incur, assume or permit to exist any Lien on any Capital Stock of the Borrower held by Holdings other than Liens created under the Loan Documents or Liens not prohibited by Section 7.3 and (b) Holdings shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence; provided, that Holdings may merge with any other person so long

as no Default has occurred and is continuing or would result therefrom and (i) Holdings shall be the surviving entity or (ii) if the surviving entity is not Holdings (such other person, "Successor Holdings"), (A) Successor Holdings shall be an entity organized or existing under the laws of the United States, any state thereof, the District of Columbia or any territory thereof, (B) Successor Holdings shall expressly assume all the obligations of Holdings under this Agreement and the other Loan Documents pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Administrative Agent and the Required Lenders, and (C) Successor Holdings shall have delivered to the Administrative Agent (x) an officer's certificate stating that such merger or consolidation does not violate this Agreement or any other Loan Document and (y) an opinion of counsel to the effect that such merger or consolidation does not violate this Agreement or any other Loan Document and covering such other matters as are contemplated by the opinions of counsel delivered on the Closing Date pursuant to Section 5.1(e) (it being understood that if the foregoing are satisfied, Successor Holdings will succeed to, and be substituted for, Holdings under this Agreement).

SECTION VIII. EVENTS OF DEFAULT

8.1 Events of Default. If any of the following events shall occur and be continuing:

(a) The Borrower shall fail to pay (i) any principal of any Loan when due in accordance with the terms hereof, or (ii) any interest owed by it on any Loan, or any other amount payable by it hereunder or under any other Loan Document, within five Business Days after any such interest or other amount becomes due in accordance with the terms hereof;

(b) Any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate or other document furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall in either case prove to have been inaccurate in any material respect (or if qualified by materiality, in any respect) and such inaccuracy is adverse to the Lenders on or as of the date made or deemed made or furnished;

(c) The Borrower or any Subsidiary Guarantor shall default in the observance or performance of any agreement contained in Section 6.4(a) (solely with respect to maintaining the existence of the Borrower) or Section VII or Holdings shall default in the observance or performance of any agreement contained in Section VIIA;

(d) Any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section 8.1), and such default shall continue unremedied (i) for a period of six Business Days if such breach relates to the terms or provisions of Section 6.7(a), (ii) for a period of ten days if such breach relates to the terms or provisions of Section 6.13 or (iii) for a period of 30 days, in each case, after such Loan Party receives from the Administrative Agent or the Required Lenders notice of the existence of such default;

(e) The Borrower or any of its Subsidiaries shall:

(i) default in making any payment of any principal of any Indebtedness for Borrowed Money (excluding the Loans) on the scheduled or original due date with respect thereto beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness for Borrowed Money was created;

(ii) default in making any payment of any interest on any such Indebtedness for Borrowed Money beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness for Borrowed Money was created; or

(iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness for Borrowed Money or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event of default shall occur, the effect of which payment or other default or other event of default is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Indebtedness for Borrowed Money to become due prior to its Stated Maturity or to become subject to a mandatory offer to purchase by the obligor thereunder;

provided, that:

(A) a default, event or condition described in this paragraph shall not at any time constitute an Event of Default unless, at such time, one or more defaults or events of default of the type described in this paragraph shall have occurred and be continuing with respect to Indebtedness for Borrowed Money the outstanding principal amount of which individually exceeds $[50,000,000], and in the case of Indebtedness for Borrowed Money of the types described in clauses (i) and (ii) of the definition thereof, with respect to such Indebtedness which exceeds such amount either individually or in the aggregate; and

(B) this paragraph (e) shall not apply to (i) secured Indebtedness that becomes due as a result of the sale, transfer, destruction or other Disposition of the Property or assets securing such Indebtedness for Borrowed Money if such sale, transfer, destruction or other Disposition is not prohibited hereunder and under the documents providing for such Indebtedness, or (ii) any Guarantee Obligations except to the extent such Guarantee Obligations shall become due and payable by any Loan Party and remain unpaid after any applicable grace period or period permitted following demand for the payment thereof;

provided, further, that no Event of Default under this clause (e) shall arise or result from:

(1) any default under any financial maintenance covenant contained in the ABL Facility Agreement to the extent that such default does not also result in the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) causing with the giving of notice if required, such Indebtedness to become due prior to its Stated Maturity;

(2) any change of control (or similar event) under any other Indebtedness for Borrowed Money that is triggered due to the Permitted Investors (as defined herein) obtaining the requisite percentage contemplated by such change of control provision, unless both (x) such Indebtedness for Borrowed Money shall become due and payable or shall otherwise be required to be repaid, repurchased, redeemed or defeased, whether at the option of any holder thereof or otherwise and (y) at such time, the Borrower and/or its Subsidiaries would not be permitted to repay such Indebtedness for Borrowed Money in accordance with the terms of this Agreement; or

(3) any event or circumstance related to any Immaterial Subsidiary;

(f) (i) Holdings or the Borrower or any of its Subsidiaries (other than any Immaterial Subsidiary (whether or not then designated as such)) shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or Holdings or the Borrower or any of its Subsidiaries (other than any Immaterial Subsidiary (whether or not then designated as such)) shall make a general assignment for the benefit of its creditors;

(ii) there shall be commenced against Holdings or the Borrower or any of its Subsidiaries (other than any Immaterial Subsidiary (whether or not then designated as such)) any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days;

(iii) there shall be commenced against Holdings or the Borrower or any of its Subsidiaries (other than any Immaterial Subsidiary (whether or not then designated as such)) any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against substantially all of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof;

(iv) Holdings or the Borrower or any of its Subsidiaries (other than any Immaterial Subsidiary (whether or not then designated as such)) shall consent to or approve of, or acquiesce in, any of the acts set forth in clause (i), (ii), or (iii) above; or

(v) Holdings or the Borrower or any of its Subsidiaries (other than any Immaterial Subsidiary (whether or not then designated as such)) shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due;

(g) (i) the Borrower or any of its Subsidiaries shall incur any liability in connection with any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan;

(ii) a failure to meet the minimum funding standards under Section 412 of the Code or Section 302 of ERISA, whether or not waived, shall exist with respect to any Single Employer Plan or any Lien in favor of the PBGC or a Lien shall arise on the assets of any Loan Party or any other Commonly Controlled Entity;

(iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is reasonably likely to result in the termination of such Single Employer Plan for purposes of Title IV of ERISA;

(iv) any Single Employer Plan shall terminate in a distress termination under Section 4041(c) of ERISA or in an involuntary termination by the PBGC under Section 4042 of ERISA;

(v) any Loan Party or any other Commonly Controlled Entity shall, or is reasonably likely to, incur any liability as a result of a withdrawal from, or the Insolvency of, a Multiemployer Plan; or

(vi) any other event or condition shall occur or exist with respect to a Plan; or

(vii) any Canadian Defined Benefit Pension Plan shall terminate, in whole or in part, or the institution of proceedings by any Governmental Authority to terminate a Canadian Defined Benefit Pension Plan, in whole or in part, or have a replacement administrator appointed to administer a Canadian Defined Benefit Pension Plan; or

(viii) any other event or condition shall occur or exist with respect to a Plan or a Canadian Pension Plan; or

(ix) any Lien arises in connection with such Plan or Canadian Pension Plan;

and in each case in clauses (i) through (vii) above, which event or condition, together with all other such events or conditions, if any, would reasonably be expected to result in any liability of the Borrower or any of its Subsidiaries that would reasonably be expected to have a Material Adverse Effect;

(h) One or more final judgments or decrees shall be entered against the Borrower or any of its Subsidiaries (other than any Immaterial Subsidiary (whether or not then designated as such)) pursuant to which the Borrower and any such Subsidiaries taken as a whole has a liability (not paid or fully covered by third-party insurance or effective indemnity) of $[50,000,000] or more (net of any amounts which are covered by insurance or an effective indemnity), and all such judgments or decrees shall not have been vacated, discharged, dismissed, stayed or bonded within 60 days from the entry thereof;

(i) [Subject to Schedule 6.10,] any limitations expressly set forth herein and the exceptions set forth in the applicable Security Documents:

(i) any of the Security Documents shall cease, for any reason (other than by reason of the express release thereof in accordance with the terms thereof or hereof) to be in full force and effect or shall be asserted in writing by the Borrower or any Guarantor not to be a legal, valid and binding obligation of any party thereto;

(ii) any security interest purported to be created by any Security Document with respect to any material portion of the Collateral of the Loan Parties on a consolidated basis shall cease to be, or shall be asserted in writing by any Loan Party not to be, a valid and perfected security interest (having the priority required by this Agreement or the relevant Security Document) in the securities, assets or properties covered thereby, except to the extent that (x) any such loss of perfection or priority results from limitations of foreign laws, rules and regulations as they apply to pledges of Capital Stock in Foreign Subsidiaries or the application thereof, or from the failure of the Collateral Agent (or, in the case of the ABL Facility First Priority Collateral, the collateral agent under the ABL Facility Agreement pursuant to the terms of the ABL Intercreditor Agreement) to maintain possession of certificates actually delivered to it representing securities pledged under the Guarantee and Collateral Agreement or otherwise or to file UCC continuation statements or PPSA financing change statements or (y) such loss is covered by a lender's title insurance policy and the Administrative Agent shall be reasonably satisfied with the credit of such insurer; or

(iii) the Guarantee Obligations pursuant to the Security Documents by any Loan Party of any of the Obligations shall cease to be in full force and effect (other than in accordance with the terms hereof or thereof), or such Guarantee Obligations shall be asserted in writing by any Loan Party not to be in effect or not to be legal, valid and binding obligations.

(j) [Reserved].

(k) (i) Holdings shall cease to own, directly or indirectly, 100% of the Capital Stock of the Borrower; or

(ii) for any reason whatsoever, any "person" or "group" (within the meaning of Rule 13d-5 of the Exchange Act as in effect on the Closing Date, but excluding any employee benefit plan of such person and its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan, and excluding the Permitted Investors) shall become the "beneficial owner" (within the meaning of Rule 13d-3 and 13d-5 of the Exchange Act as in effect on the Closing Date), directly or indirectly, of more than the greater of (x) 35% of the then outstanding voting securities having ordinary voting power of Holdings and (y) the percentage of the then outstanding voting securities having ordinary voting power of Holdings owned, directly or indirectly, beneficially (within the meaning of Rule 13d-3 and 13d-5 of the Exchange Act as in effect on the Closing Date) by the Permitted Investors (it being understood that if any such person or group includes one or more Permitted Investors, the outstanding voting securities having ordinary voting power of Holdings directly or indirectly owned by the Permitted Investors that are part of such person or group shall not be treated as being owned by such person or group for purposes of determining whether this clause (y) is triggered);

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower, automatically the Commitments shall immediately terminate and the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including the Applicable Premium) shall immediately become due and payable, and (B) if such event is any other Event of Default, with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including the Applicable Premium) to be due and payable forthwith, whereupon the same shall immediately become due and payable. Except as expressly provided above in this Section 8.1 or otherwise in any Loan Document, presentment, demand and protest of any kind are hereby expressly waived by the Borrower.

SECTION IX. THE AGENTS

9.1 Appointment Each Lender hereby irrevocably designates and appoints each Agent as the agent of such Lender under the Loan Documents and each such Lender irrevocably authorizes each such Agent, in such capacity, to take such action on its behalf under the provisions of the applicable Loan Documents and to exercise such powers and perform such duties as are expressly delegated to such Agent by the terms of the applicable Loan Documents, together with such other powers as are reasonably incidental thereto, including the authority to enter into any Intercreditor Agreement (or joinder thereto) and any Extension Amendment. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Agents shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Agents and the duties of the Agents shall be mechanical and administrative in nature. Without limiting the generality of the foregoing, the Lenders hereby irrevocably authorize and instruct the

Administrative Agent to, without any further consent of any Secured Party, enter into (or acknowledge and consent to) or amend, renew, extend, supplement, restate, replace, waive or otherwise modify the ABL Intercreditor Agreement and any Other Intercreditor Agreement with the collateral agent or other representatives of the holders of Indebtedness that is expressly permitted to be secured by a Lien on the Collateral on a pari passu or junior basis under this Agreement and, to the extent applicable, the ABL Intercreditor Agreement, and to subject the Liens on the Collateral securing the Obligations to the provisions thereof. The Lenders irrevocably agree that (x) the Agents may rely exclusively on a certificate of a Responsible Officer of the Borrower as to whether any such other Liens are permitted and (y) the ABL Intercreditor Agreement and any Other Intercreditor Agreement entered into by the applicable Agent shall be binding on the Lenders, and each Lender hereby agrees that it will take no actions contrary to the provisions of any Intercreditor Agreement.

Without limiting the aforesaid powers of the Agents, for the purposes of holding any hypothec granted to the Attorney (as defined below) pursuant to the laws of the Province of Quebec to secure the prompt payment and performance of any and all Obligations by any Loan Party, each of the Secured Parties hereby irrevocably appoints and authorizes the Collateral Agent and, to the extent necessary, ratifies the appointment and authorization of the Collateral Agent, to act as the hypothecary representative of the creditors as contemplated under Article 2692 of the Civil Code of Quebec (in such capacity, the "Attorney"), and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec, and to exercise such powers and duties that are conferred upon the Attorney under any such hypothec. In such capacity, the Attorney shall: (a) have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Attorney pursuant to any such hypothec and applicable law, and (b) benefit from and be subject to all provisions hereof with respect to the Collateral Agent mutatis mutandis, including, without limitation, all such provisions with respect to the liability or responsibility to and indemnification by the Secured Parties and the Loan Parties. Any person who becomes a Secured Party shall be deemed to have consented to and confirmed the Attorney as the hypothecary representative of the Secured Parties and to have ratified, as of the date it becomes a Secured Party, all actions taken by the Attorney in such capacity. The substitution of the Collateral Agent pursuant to the provisions of this Article VIII also shall constitute the substitution of the Attorney.

9.2 Delegation of Duties. Each Agent may execute any of its duties under the applicable Loan Documents by or through any of its branches, agents or attorneys in fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Neither Agent shall be responsible for the negligence or misconduct of any agents or attorneys in fact selected by it with reasonable care. Each Agent and any such agent or attorney-in-fact may perform any and all of its duties by or through their respective Related Persons. The exculpatory provisions of this Section shall apply to any such agent or attorney-in-fact and to the Related Persons of each Agent and any such agent or attorney-in-fact, and shall apply to their respective activities as Agent.

9.3 Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, attorneys in fact or Affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith shall be necessary), or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan

Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder or the creation, perfection or priority of any Lien purported to be created by the Security Documents or the value or the sufficiency of any Collateral. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party, nor shall any Agent be required to take any action that, in its opinion or the opinion of its counsel, may expose it to liability that is not subject to indemnification under Section 10.5 or that is contrary to any Loan Document or applicable law. If either Agent requests instructions from the Required Lenders with respect to any act or action (including failure to act) in connection with this Agreement or any other Loan Document, such Agent shall be entitled to refrain from such act or taking such action unless and until such Agent shall have received instructions from the Required Lenders; and such Agent shall not incur liability to any Lender by reason of so refraining. Without limiting the foregoing, neither any Lender nor the holder of any Note shall have any right of action whatsoever against either Agent as a result of such Agent acting or refraining from acting hereunder or under any other Loan Document in accordance with the instructions of the Required Lenders.

9.4 Reliance by the Agents. The Agents shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Borrower), independent accountants and other experts selected by the Agents. Each Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. Each Agent shall be fully justified in failing or refusing to take any action under the applicable Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders or the Majority Facility Lenders in respect of any Facility) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Agents shall in all cases be fully protected in acting, or in refraining from acting, under the applicable Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders or the Majority Facility Lenders in respect of any Facility), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans. In determining compliance with any conditions hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Agents may presume that such condition is satisfactory to such Lender unless the Agents shall have received notice to the contrary from such Lender prior to the making of such Loan.

9.5 Notice of Default. Neither Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless such Agent has received written notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." In the event that an Agent receives such a notice, such Agent shall give notice thereof to the Lenders. The Agents shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders or the Majority Facility Lenders in respect of any Facility); provided, that unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

9.6 Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys in fact

or Affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any Affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, Property, financial and other condition and creditworthiness of the Loan Parties and their Affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under the applicable Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, Property, financial and other condition and creditworthiness of the Loan Parties and their Affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Agents hereunder, the Agents shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, Property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any Affiliate of a Loan Party that may come into the possession of either Agent or any of its officers, directors, employees, agents, attorneys in fact or Affiliates.

9.7 Indemnification. The Lenders severally agree to indemnify each Agent from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing; provided, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct. The agreements in this Section 9.7 shall survive the payment of the Loans and all other amounts payable hereunder. Notwithstanding anything to the contrary set forth herein, no Agent shall be required to take, or to omit to take, any action hereunder or under the Loan Documents unless, upon demand, such Agent receives an indemnification satisfactory to it from the Lenders (or, to the extent applicable and acceptable to such Agent, any other Secured Party) against all liabilities, costs and expenses that, by reason of such action or omission, may be imposed on, incurred by or asserted against such Agent or any of its directors, officers, employees and agents. This Section 9.7 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

9.8 Agent in Its Individual Capacity. Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it, each Agent shall have the same rights and powers under the applicable Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

9.9 Successor Agents.

(a) Subject to the appointment of a successor as set forth herein, any Agent may resign upon 30 days' notice to the Lenders, the other Agent, and, unless a Default or Event of Default then exists, the Borrower, effective upon appointment of a successor Agent. Upon receipt of any such notice of

resignation, the Required Lenders shall appoint a successor agent for the Lenders, which successor agent shall (unless an Event of Default with respect to the Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of such retiring Agent, and the retiring Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such retiring Agent or any of the parties to this Agreement or any holders of the Loans. If no successor Agent shall have been so appointed by the Required Lenders with such consent of the Borrower and shall have accepted such appointment within 30 days after the retiring Agent's giving of notice of resignation, then the retiring Agent may, on behalf of the Lenders and with the consent of the Borrower (such consent not to be unreasonably withheld or delayed) appoint a successor Administrative Agent and/or Collateral Agent, as the case may be, with the qualifications set forth above. After any retiring Agent's resignation as Agent, the provisions of this Section 9 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement and the other Loan Documents.

(b) If no successor Agent has been appointed pursuant to clause (a) above by the 45th day after the date such notice of resignation was given by or to such Agent, as applicable, such Agent's resignation shall become effective and all payments, communications and determinations provided to be made by, to or through the Agent shall instead be made by or to each Lender directly, and the Required Lenders shall thereafter perform all the duties of such Agent hereunder and/or under any other Loan Document until such time, if any, as the Required Lenders appoint a successor Agent in accordance with Section 9.9(a) above, as applicable; provided that, in the case of any possessory Collateral held by any Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such possessory Collateral until such time as a successor Agent is appointed pursuant to this Section 9.9.

(c) Any resignation by the Administrative Agent pursuant to this Section 9 shall also constitute its resignation as Collateral Agent. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (i) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Collateral Agent and (ii) the retiring Collateral Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents.

(d) Upon a resignation of an Agent pursuant to this Section 9.9, such Agent shall remain indemnified to the extent provided in this Agreement and the other Loan Documents and the provisions of this Section 9 (and the analogous provisions of the other Loan Documents) shall continue in effect for the benefit of such Agent for all of its actions and inactions while serving as Agent.

9.10 Certain Collateral Matters.

(a) The Agents are hereby irrevocably authorized by each of the Lenders to effect any release or subordination of Liens or Guarantee Obligations contemplated by Section 10.15. Upon request by the Collateral Agent at any time, the Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of Collateral pursuant to this Section 9.10(a).

(b) Each Lender authorizes and directs the Collateral Agent to enter into or join (x) the Security Documents, the ABL Intercreditor Agreement and any Other Intercreditor Agreement for the benefit of the Lenders and the other Secured Parties and (y) any amendments, amendments and restatements, restatements or waivers of or supplements to or other modifications to the Security Documents, the ABL Intercreditor Agreement and any Other Intercreditor Agreement in connection with the incurrence by any Loan Party of Indebtedness pursuant to this Agreement, as applicable or to permit such Indebtedness to be secured by a valid, perfected lien.

(c) Each Lender hereby agrees, and each holder of any Note by the acceptance thereof will be deemed to agree, that, except as otherwise set forth herein, any action taken by the Required Lenders in accordance with the provisions of this Agreement or the Security Documents, and the exercise by the Required Lenders of the powers set forth herein or therein, together with such other powers as are reasonably incidental thereto, shall be authorized and binding upon all of the Lenders. The Collateral Agent is hereby authorized on behalf of all of the Lenders, without the necessity of any notice to or further consent from any Lender, from time to time prior to an Event of Default, to take any action with respect to any Collateral or Security Documents to which it is a party, which may be necessary to perfect and maintain perfected the security interest in and liens upon the Collateral granted pursuant to the Security Documents and in the case of the ABL Intercreditor Agreement (or any Other Intercreditor Agreement) to take all actions (and execute all documents) required or deemed advisable by it in accordance with the terms thereof.

(d) The Collateral Agent shall not have any obligation whatsoever to the Lenders or to any other Person to assure that the Collateral exists or is owned by any Loan Party or is cared for, protected or insured or that the Liens granted to the Collateral Agent herein or pursuant hereto have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or to exercise or to continue exercising at all or in any manner or under any duty of care, disclosure or fidelity any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 9.10 or in any of the Security Documents, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral and that the Collateral Agent shall have no duty or liability whatsoever to the Lenders, except for its gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

9.11 Agents May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, to the maximum extent permitted by applicable law, each Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether either Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file a proof of claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Agents (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Agents and their respective agents and counsel and all other amounts due the Lenders and the Agents under Sections 2.9 and 10.5) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Agents and, if either Agent shall consent to the making of such payments directly to the Lenders, to pay to such Agent any amount due for the reasonable compensation, expenses, disbursements and advances of such Agent and its agents and counsel, and any other amounts due to such Agent under Sections 2.9 and 10.5.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or

composition affecting the Obligations or the rights of any Lender to authorize such Agent to vote in respect of the claim of any Lender or in any such proceeding.

9.12 Lead Arranger and Bookrunner. Neither the Lead Arranger nor the Bookrunner shall have any duties or responsibilities hereunder in their respective capacities.

9.13 Appointment of Administrative Agent as Security Trustee.

(a) For the purposes of any Liens or Collateral created under the UK Security Agreements, the following additional provisions shall apply.

(b) In this Article 9, the following expressions have the following meanings:

"Appointee" means any receiver, administrator or other insolvency officer appointed in respect of any Loan Party or its assets.

"Charged Property" means the assets of the Loan Parties subject to a security interest under the UK Security Agreements.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Administrative Agent (in its capacity as security trustee).

(c) The Secured Parties appoint the Administrative Agent to hold the security interests constituted by the UK Security Agreements on trust for the Secured Parties on the terms of the Loan Documents and the Administrative Agent accepts that appointment.

(d) The Administrative Agent, its subsidiaries and associated companies may each retain for its own account and benefit any fee, remuneration and profits paid to it in connection with (i) its activities under the Loan Documents; and (ii) its engagement in any kind of banking or other business with any Loan Party.

(e) Nothing in this Agreement constitutes the Administrative Agent as a trustee or fiduciary of, nor shall the Administrative Agent have any duty or responsibility to, any Loan Party.

(f) The Administrative Agent shall have no duties or obligations to any other person except for those which are expressly specified in the Loan Documents or mandatorily required by applicable law.

(g) The Administrative Agent may appoint one or more Delegates on such terms (which may include the power to sub-delegate) and subject to such conditions as it thinks fit, to exercise and perform all or any of the duties, rights, powers and discretions vested in it by the UK Security Agreements and shall not be obliged to supervise any Delegate or be responsible to any person for any loss incurred by reason of any act, omission, misconduct or default on the part of any Delegate.

(h) The Administrative Agent may (whether for the purpose of complying with any law or regulation of any overseas jurisdiction, or for any other reason) appoint (and subsequently remove) any person to act jointly with the Administrative Agent either as a separate trustee or as a co-trustee on such terms and subject to such conditions as the Administrative Agent thinks fit and with such of the duties, rights, powers and discretions vested in the Administrative Agent by the UK Security Agreements as may be conferred by the instrument of appointment of that person.

(i) The Administrative Agent shall notify the Secured Parties of the appointment of each Appointee (other than a Delegate).

(j) The Administrative Agent may pay reasonable remuneration to any Delegate or Appointee, together with any costs and expenses (including legal fees) reasonably incurred by the Delegate or Appointee in connection with its appointment. All such remuneration, costs and expenses shall be treated, for the purposes of this Agreement, as paid or incurred by the Administrative Agent.

(k) Each Delegate and each Appointee shall have every benefit, right, power and discretion and the benefit of every exculpation (together "Rights") of the Administrative Agent (in its capacity as security trustee) under the UK Security Agreements, and each reference to the Administrative Agent (where the context requires that such reference is to the Administrative Agent in its capacity as security trustee) in the provisions of the UK Security Agreements which confer Rights shall be deemed to include a reference to each Delegate and each Appointee.

(l) Each Secured Party confirms its approval of the UK Security Agreements and authorizes and instructs the Administrative Agent: (i) to execute and deliver the UK Security Agreements; (ii) to exercise the rights, powers and discretions given to the Administrative Agent (in its capacity as security trustee) under or in connection with the UK Security Agreements together with any other incidental rights, powers and discretions; and (iii) to give any authorizations and confirmations to be given by the Administrative Agent (in its capacity as security trustee) on behalf of the Secured Parties under the UK Security Agreements.

(m) The Administrative Agent may accept without inquiry the title (if any) which any person may have to the Charged Property.

(n) Each other Secured Party confirms that it does not wish to be registered as a joint proprietor of any security interest constituted by a UK Security Agreement and accordingly authorizes: (a) the Administrative Agent to hold such security interest in its sole name (or in the name of any Delegate) as trustee for the Secured Parties; and (b) the Land Registry (or other relevant registry) to register the Administrative Agent (or any Delegate or Appointee) as a sole proprietor of such security interest.

(o) Except to the extent that a UK Security Agreement otherwise requires, any moneys which the Administrative Agent receives under or pursuant to a UK Security Agreement may be: (a) invested in any investments which the Administrative Agent selects and which are authorized by applicable law; or (b) placed on deposit at any bank or institution (including the Administrative Agent) on terms that the Administrative Agent thinks fit, in each case in the name or under the control of the Administrative Agent, and the Administrative Agent shall hold those moneys, together with any accrued income (net of any applicable Tax) to the order of the Lenders, and shall pay them to the Lenders on demand.

(p) On a disposal of any of the Charged Property which is permitted under the Loan Documents, the Administrative Agent shall (at the cost of the Loan Parties) execute any release of the UK Security Agreements or other claim over that Charged Property and issue any certificates of non-crystallisation of floating charges that may be required or take any other action that the Administrative Agent considers desirable.

(q) The Administrative Agent shall not be liable for (i) any defect in or failure of the title (if any) which any person may have to any assets over which security is intended to be created by a UK Security Agreement; (ii) any loss resulting from the investment or deposit at any bank of moneys which it invests or deposits in a manner permitted by a UK Security Agreement; (iii) the exercise of, or the failure to exercise, any right, power or discretion given to it by or in connection with any Loan Document or any

other agreement, arrangement or document entered into, or executed in anticipation of, under or in connection with, any Loan Document; or (iv) any shortfall which arises on enforcing a UK Security Agreement.

(r) The Administrative Agent shall not be obligated to (i) obtain any authorization or environmental permit in respect of any of the Charged Property or a UK Security Agreement; (ii) hold in its own possession a UK Security Agreement, title deed or other document relating to the Charged Property or a UK Security Agreement; (iii) perfect, protect, register, make any filing or give any notice in respect of a UK Security Agreement (or the order of ranking of a UK Security Agreement), unless that failure arises directly from its own gross negligence or willful misconduct; or (iv) require any further assurances in relation to a UK Security Agreement.

(s) In respect of any UK Security Agreement, the Administrative Agent shall not be obligated to: (i) insure, or require any other person to insure, the Charged Property; or (ii) make any enquiry or conduct any investigation into the legality, validity, effectiveness, adequacy or enforceability of any insurance existing over such Charged Property.

(t) In respect of any UK Security Agreement, the Administrative Agent shall not have any obligation or duty to any person for any loss suffered as a result of: (i) the lack or inadequacy of any insurance; or (ii) the failure of the Administrative Agent to notify the insurers of any material fact relating to the risk assumed by them, or of any other information of any kind, unless Required Lenders have requested it to do so in writing and the Administrative Agent has failed to do so within fourteen (14) days after receipt of that request.

(u) Every appointment of a successor Administrative Agent under a UK Security Agreement shall be by deed.

(v) Section 1 of the Trustee Act 2000 (UK) shall not apply to the duty of the Administrative Agent in relation to the trusts constituted by this Agreement.

(w) In the case of any conflict between the provisions of this Agreement and those of the Trustee Act 1925 (UK) or the Trustee Act 2000 (UK), the provisions of this Agreement shall prevail to the extent allowed by law, and shall constitute a restriction or exclusion for the purposes of the Trustee Act 2000 (U.K.).

(x) The perpetuity period under the rule against perpetuities if applicable to this Agreement and any UK Security Agreement shall be 80 years from the Closing Date.

SECTION X. MISCELLANEOUS

10.1 Amendments and Waivers.

(a) Except to the extent otherwise expressly set forth in this Agreement (including Sections 2.26, 7.11 and 10.16) or the applicable Loan Documents, neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.1.

The Required Lenders and each Loan Party party to the relevant Loan Document may, subject to the acknowledgment of the Administrative Agent, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party party to the relevant Loan Document may, from time to time, (i) enter into written amendments, supplements or modifications hereto and to the other

Loan Documents for the purpose of adding, deleting or otherwise modifying any provisions to this Agreement or the other Loan Documents or changing in any manner the rights or obligations of the Agents or the Lenders or of the Loan Parties or their Subsidiaries hereunder or thereunder or (ii) waive, on such terms and conditions as the Required Lenders or the Administrative Agent may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall:

(A) forgive or reduce the principal amount or extend the final scheduled date of maturity of any Loan, extend the scheduled date or reduce the amount of any amortization payment in respect of any Term Loan, reduce the stated rate of any interest, fee or premium payable hereunder (except (x) in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Required Lenders) and (y) that any amendment or modification of defined terms used in the financial ratios in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this clause (A)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Commitment, in each case without the written consent of each Lender directly and adversely affected thereby, which such consent of each Lender directly and adversely affected thereby shall be sufficient to effect such waiver without regard for a Required Lender consent;

(B) amend, modify or waive any provision of paragraph (a) of this Section 10.1 without the written consent of all Lenders;

(C) reduce any percentage specified in the definition of Required Lenders or consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents (except as provided in Section 7.4(j)), release all or substantially all of the Collateral or release all or substantially all of the Guarantors from their obligations under the Guarantee and Collateral Agreement, in each case without the written consent of all Lenders (except as expressly permitted hereby (including pursuant to Section 7.4 or 7.5) or by any Security Document);

(D) amend, modify or waive any provision of paragraph (a) or (b) of Section 2.18 of this Agreement or Section 6.6 of the Guarantee and Collateral Agreement without the written consent of all Lenders directly and adversely affected thereby;

(E) [reserved];

(F) reduce the percentage specified in the definition of Majority Facility Lenders with respect to any Facility without the written consent of all Lenders under such Facility, which consent shall be sufficient to effect such waiver under the applicable Facility without regard for a Required Lender consent;

(G) amend, modify or waive any of the rights or duties of any Agent under this Agreement or any other Loan Document without the written consent of such Agent;

(H) modify the requirement in Section 10.6(h) (or any other provision of any Loan Document that has the effect of modifying) to conduct a Dutch Auction open to all lenders of the same Tranche on a pro rata basis [or the provisions of Section 10.6(h)(iii), in each case,] without the written consent of each Lender;

(I) [release all or substantially all of the value of the Guarantees of the Guarantors, or limit their liability in respect of such Guarantees, without the written consent of each Lender;

(J) [reserved];

(K) [prior to an Event of Default under Section 8.1(f), amend or modify any term or provision of any Loan Document to permit the issuance or incurrence of any Indebtedness for borrowed money (including any exchange of existing Indebtedness that results in another class of Indebtedness for borrowed money, but excluding (A) Indebtedness that is expressly permitted by this Agreement as in effect on the Closing Date to be senior to the applicable Tranche of Obligations and/or to be secured by a Lien that is senior to the Lien securing such Tranche of Obligations and (B) for the avoidance of doubt, any "debtor-in-possession" facility (or similar financing under applicable law)) with respect to which (x) the Liens on the Collateral securing the Obligations of any Tranche would be subordinated or (y) all or any portion of the Obligations of any Tranche would be subordinated in right of payment (any such other Indebtedness to which such Liens securing any of the Obligations or such Obligations, as applicable, are subordinated, "Senior Indebtedness"), in each case without the written consent of each Lender of such Tranche directly and adversely affected thereby, unless each adversely affected Lender has been offered a bona fide opportunity to fund or otherwise provide its pro rata share (based on the amount of Obligations that are adversely affected thereby held by each Lender) of the Senior Indebtedness on the same terms (other than bona fide backstop fees and reimbursement of counsel fees and other expenses in connection with the negotiation of the terms of such transaction; such fees and expenses, "Ancillary Fees") as offered to all other providers (or their Affiliates) of the Senior Indebtedness and to the extent such adversely affected Lender decides to participate in the Senior Indebtedness, receive its pro rata share of the fees and any other similar benefit (other than Ancillary Fees) of the Senior Indebtedness afforded to the providers of the Senior Indebtedness (or any of their Affiliates) in connection with providing the Senior Indebtedness;] or

(J) modify the last paragraph of Section 7.5 or the last paragraph of Section 7.7 to permit (or modify any other provision of any Loan Document that has the effect of permitting) any transfer, exclusive license or other Disposition of Material Intellectual Property to any Person other than a Loan Party, or for any Person other than a Loan Party to at any time own or exclusively license Material Intellectual Property, without the prior written consent of each Lender;

provided, further, that, notwithstanding anything herein to the contrary, the Loans held by an Affiliated Lender shall be disregarded in both the numerator and denominator and for all other purposes in the calculation or determination of any Lender vote (and, in the case of a plan of reorganization shall be deemed to have voted its interest in the Term Loans in the same proportion as the other Lenders) (and shall be deemed to have been voted in the same percentage as all other applicable Lenders voted if necessary to give legal effect to this paragraph); provided, further, that, in any event and without limiting the foregoing, the consent of the applicable Majority Facility Lenders shall be required with respect to any amendment that by its terms adversely affects the rights of Lenders under such Facility in respect of payments hereunder in a manner different from such amendment that affects other Facilities.

Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Agents and all future holders of the Loans. In the case of any waiver, the Loan Parties, the Lenders and the Agents shall be restored to their former position and rights hereunder and under the other Loan Documents, and

any Default or Event of Default waived shall be deemed to be cured and not continuing unless limited by the terms of such waiver; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

Notwithstanding anything to the contrary herein, any amendment, modification, waiver or other action which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders, except that (x) the Commitment of any such Defaulting Lender may not be increased or extended, the maturity of the Loans of any such Defaulting Lender may not be extended, the rate of interest on any of such Loans may not be reduced and the principal amount of any of such Loans may not be forgiven, in each case without the consent of such Defaulting Lender and (y) any amendment, modification, waiver or other action that by its terms adversely affects any such Defaulting Lender in its capacity as a Lender in a manner that differs in any material respect from, and is more adverse to such Defaulting Lender than it is to, other affected Lenders shall require the consent of such Defaulting Lender.

(b) Notwithstanding the foregoing, this Agreement may be amended with the written consent of the Required Lenders, the Administrative Agent and the Borrower (i) to add one or more additional credit facilities to this Agreement (it being understood that no Lender shall have any obligation to provide or to commit to provide all or any portion of any such additional credit facility) and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and the accrued interest and fees in respect thereof and (ii) to include appropriately, after the effectiveness of any such amendment (or amendment and restatement), the Lenders holding such credit facilities in any determination of the Required Lenders and Majority Facility Lenders, as applicable.

(c) In addition, notwithstanding the foregoing, this Agreement may be amended, with the written consent of the Administrative Agent (not to be unreasonably withheld, delayed or conditioned), the Borrower and the Lenders providing the relevant Refinancing Term Loans (as defined below), as may be necessary or appropriate, in the opinion of the Borrower and the Administrative Agent, to provide for the incurrence of Permitted Refinancing Obligations under this Agreement in the form of a new Tranche of Term Loans hereunder ("Refinancing Term Loans"), which Refinancing Term Loans will be used to refinance all or any portion of the outstanding Term Loans of any Tranche ("Refinanced Term Loans"); provided, that:

(i) the aggregate principal amount of such Refinancing Term Loans shall not exceed the aggregate principal amount of such Refinanced Term Loans (plus accrued interest, fees, discounts, premiums and expenses);

(ii) except as otherwise permitted by this clause (c) and the definition of the term "Permitted Refinancing Obligations" (including with respect to maturity and amortization), all terms applicable to such Refinancing Term Loans shall be substantially identical to, or (when taken as a whole, as shall be determined in good faith by the Borrower) less favorable to the Lenders providing such Refinancing Term Loans than, those applicable to such Refinanced Term Loans, other than for any covenants and other terms applicable solely to any period after the Latest Maturity Date; and

(iii) The Borrower shall notify the Administrative Agent of the date on which the Borrower proposes that such Refinancing Term Loans shall be made, which shall be a date not less than 10 Business Days (or such shorter period as the Administrative Agent may agree to) after the date on which such notice is delivered to the Administrative Agent; provided, that no such

Refinancing Term Loans shall be made, and no amendments relating thereto shall become effective, unless the Borrower shall deliver or cause to be delivered, to the extent reasonably requested by the Administrative Agent, customary legal opinions and certified copies of the resolutions or other applicable corporate action of each applicable Loan Party approving its entry into the relevant documents and the transactions contemplated thereby.

(d) Each Lender hereunder (a) consents to the subordination of the Liens securing the Obligations on the terms set forth in the ABL Intercreditor Agreement, (b) agrees that it will be bound by and will take no actions contrary to the provisions of the ABL Intercreditor Agreement and (c) authorizes and instructs the Administrative Agent and the Collateral Agent to enter into the ABL Intercreditor Agreement, when applicable, on behalf of such Lender. The foregoing provisions are intended as an inducement to the Secured Parties to extend credit to the Borrower and such Secured Parties are intended third party beneficiaries of such provisions and the ABL Intercreditor Agreement. .

(e) Furthermore, notwithstanding the foregoing, if following the Closing Date, the Administrative Agent and the Borrower shall have jointly identified an ambiguity, mistake, omission, defect, or inconsistency, in each case, in any provision of this Agreement or any other Loan Document, then the Administrative Agent and the Borrower shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to this Agreement or any other Loan Document if the same is not objected to in writing by the Required Lenders within five Business Days following receipt of notice thereof; it being understood that posting such amendment electronically on the Platform to the Required Lenders shall be deemed adequate receipt of notice of such amendment.

(f) Furthermore, notwithstanding the foregoing, this Agreement may be amended, supplemented or otherwise modified in accordance with Sections 2.26, 7.11 and 10.16.

(g) [Reserved].

(h) The Lenders hereby agree that the Borrower may elect at any time after the Closing Date to replace the ABL Facility Agreement with a revolving credit facility or other debt agreement (a "Pari Passu Replacement Agreement") that would be treated as an "ABL Facility Agreement" (as defined in and for the purposes of the applicable provisions of this Agreement) but that would not be asset-based and would be secured by all the Collateral on a pari passu basis with the Obligations that are secured on a first-lien basis pursuant to an Other Intercreditor Agreement, provided that the aggregate principal amount thereunder is permitted by Section 7.2(aa). The Lenders hereby further agree that in connection with the establishment of a Pari Passu Replacement Agreement, this Agreement, the Guarantee and Collateral Agreement and the other Loan Documents may be amended, amended and restated, modified or supplemented to reflect such Pari Passu Replacement Agreement, in each case by the Administrative Agent (or Collateral Agent, as applicable) and the Borrower, but without the consent of any Lender.

10.2 Notices; Electronic Communications.

(a) All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered or posted to the Platform, or three Business Days after being deposited in the mail, postage prepaid, hand delivered or, in the case of telecopy notice, when sent (except in the case of a telecopy notice not given during normal business hours (New York time) for the recipient, which shall be deemed to have been given at the opening of business on the next Business Day for the recipient), addressed as follows in the case of the Borrower or the Agents, and as set forth in

an administrative questionnaire delivered to the Administrative Agent in the case of the Lenders, or to such Person or at such other address as may be hereafter notified by the respective parties hereto:

The Borrower:	[Revlon Consumer Products Corporation] [55 Water St., 43rd Floor New York, New York 10041-0004 Attention: [Matt Kvarda, Interim Chief Financial Officer] Telephone: [●] Email: [mkvarda@alvarezandmarsal.com]
With a copy (which shall not constitute notice) to:	Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019-6064 Attention: Thomas V. de la Bastide III Telephone: (212) 373-3031 Email: tdelabastide@paulweiss.com
Agents:	[Jefferies Finance LLC, as Administrative Agent and each Collateral Agent Jefferies Finance LLC 520 Madison Avenue New York, New York 10022 Email: JFin.Notices@Jefferies.com Attn: Revlon - Account Manager Fax: (212) 284-3444]
With a copy (which shall not constitute notice) to:	[Paul Hastings LLP 200 Park Avenue New York, NY 10166 Attn: Frank Lopez Email: franklopez@paulhastings.com Telephone: (212) 318-6499]

provided, that any notice, request or demand to or upon the Agents, the Lenders or the Borrower shall not be effective until received.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by posting to the Platform or by any electronic communications pursuant to procedures approved by the Administrative Agent; provided, that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. Any Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided, that approval of such procedures may be limited to particular notices or communications.

(c) The Borrower, each Agent and each Lender hereby acknowledges that (i) Holdings, the Borrower and/or the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform") and (ii) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish

to receive information other than information that is publicly available, or not material with respect to Holdings, the Borrower or its Subsidiaries, or their respective securities, for purposes of the United States Federal and state securities laws (collectively, "Public Information"). The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that is Public Information and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as containing only Public Information (although it may be sensitive and proprietary) (provided, however, that to the extent such Borrower Materials constitute Confidential Information, they shall be treated as set forth in Section 10.14); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (z) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information"; provided, that there is no requirement that the Borrower identify any such information as "PUBLIC."

(d) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Persons (collectively, the "Agent Parties") have any liability to the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party or any of its Related Persons; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(e) Each of the Borrower and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to such other Person. Each Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Requirements of Law, including United States Federal securities laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain information other than Public Information.

(f) The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic notices of borrowing) believed in good faith by the Administrative Agent to be given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

10.3 No Waiver; Cumulative Remedies.

(a) No failure to exercise and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

(b) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.1 for the benefit of all the Lenders; provided, however, that the foregoing shall not prohibit (i) each Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Agent) hereunder and under the other Loan Documents, (ii) any Lender from exercising setoff rights in accordance with Section 10.7(b) (subject to the terms of Section 10.7(a)), or (iii) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law.

10.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

10.5 Payment of Expenses; Indemnification. Except with respect to Taxes which are addressed in Section 2.20, the Borrower agrees:

(a) to pay or reimburse each Agent and each Lender for all of its reasonable and documented out-of-pocket costs and expenses incurred in connection with the development, preparation, execution and delivery of this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith and any amendment, supplement or modification hereto or thereto, and, as to the Agents only, the administration of the transactions contemplated hereby and thereby, including the reasonable fees and disbursements and other charges of a single firm of counsel to the Agents (plus one firm of special regulatory counsel and one firm of local counsel per material jurisdiction as may reasonably be necessary in connection with collateral matters) in connection with all of the foregoing;

(b) to pay or reimburse each Lender and each Agent for all their reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement of any rights under this Agreement, the other Loan Documents and any such other documents referred to in Section 10.5(a) above (including all such costs and expenses incurred in connection with any legal proceeding, including any proceeding under any Debtor Relief Law or in connection with any workout or restructuring), including the documented fees and disbursements of (i) a single firm of counsel and, if necessary, a single

firm of special regulatory counsel and a single firm of local counsel per material jurisdiction as may reasonably be necessary, for the Agents and (ii) a single firm of counsel and, if necessary, a single firm of special regulatory counsel and a single firm of local counsel per material jurisdiction as may reasonably be necessary, for the Lenders, taken as a whole and, in the event of an actual or perceived conflict of interest, where the Agent or Lender affected by such conflict informs the Borrower and thereafter retains its own counsel, one additional counsel for each Lender or Agent or group of Lenders or Agents subject to such conflict; and

(c) to pay, indemnify or reimburse each Lender, each Agent, the Lead Arranger, the Bookrunner and their respective Affiliates, and their respective partners that are natural persons, members that are natural persons, officers, directors, employees, trustees, advisors, agents and controlling Persons (each, an "Indemnitee") for, and hold each Indemnitee harmless from and against any and all other liabilities, obligations, losses, damages, penalties, costs, expenses or disbursements arising out of any actions, judgments or suits of any kind or nature whatsoever, arising out of or in connection with any claim, action or proceeding (any of the foregoing, a "Proceeding") relating to or otherwise with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents referred to in Section 10.5(a) above and the transactions contemplated hereby and thereby, including any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Borrower, any of its Subsidiaries or any of the Properties and the reasonable fees and disbursements and other charges of legal counsel in connection with claims, actions or proceedings by any Indemnitee against the Borrower hereunder (all the foregoing in this clause (c), collectively, the "Indemnified Liabilities");

provided, that, the Borrower shall not have any obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities have resulted from (i) the gross negligence or willful misconduct of such Indemnitee or its Related Persons as determined by a court of competent jurisdiction in a final non-appealable decision (or settlement tantamount thereto), (ii) a material breach of the Loan Documents by such Indemnitee or its Related Persons (but not an Agent Indemnitee or Related Person of an Agent Indemnitee) as determined by a court of competent jurisdiction in a final non-appealable decision (or settlement tantamount thereto), (iii) disputes solely among Indemnitees or their Related Persons and not arising from any act or omission by Holdings, Borrower or any of its Subsidiaries (it being understood that this paragraph shall not apply to the indemnification of an Agent or a Lead Arranger in a suit involving an Agent or Lead Arranger, in each case, in its capacity as such, unless such suit has resulted from the gross negligence or willful misconduct of such Agent or Lead Arranger as determined by a court of competent jurisdiction in a final non-appealable decision (or settlement tantamount thereto)) or (iv) any settlement of any Proceeding effected without the Borrower's consent (which consent shall not be unreasonably withheld, conditioned or delayed), but if settled with the Borrower's written consent or if there is a judgment by a court of competent jurisdiction in any such Proceeding, the Borrower shall indemnify and hold harmless each Indemnitee from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with the other provisions of this Section 10.5.

No Indemnitee referred to above shall be liable for any damages arising from the use by unintended recipients of any information or other material distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

For purposes hereof, a "Related Person" of an Indemnitee means (i) if the Indemnitee is any Agent or any of its Affiliates or their respective partners that are natural persons, members that are natural persons, officers, directors, employees, agents and controlling Persons, any of such Agent and its Affiliates and their

respective officers, directors, employees, agents and controlling Persons; provided, that solely for purposes of Section 9, references to each Agent's Related Persons shall also include such Agent's trustees and advisors, and (ii) if the Indemnitee is any Lender or any of its Affiliates or their respective partners that are natural persons, members that are natural persons, officers, directors, employees, agents and controlling Persons, any of such Lender and its Affiliates and their respective officers, directors, employees, agents and controlling Persons. All amounts due under this Section 10.5 shall be payable promptly after receipt of a reasonably detailed invoice therefor. Statements payable by the Borrower pursuant to this Section 10.5 shall be submitted to the Borrower at the address thereof set forth in Section 10.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Administrative Agent.

The agreements in this Section 10.5 shall survive repayment of the Obligations.

10.6 Successors and Assigns; Participations and Assignments.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder (other than in accordance with Section 7.4(j)) without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) subject to Sections 2.24 and 2.26(e), no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 10.6.

(b) (i) [Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may, in compliance with applicable law, assign (other than to any Disqualified Institution or a natural person) to one or more assignees including Holdings or any Subsidiary to the extent contemplated by Sections 10.6(h) (each, an "Assignee"), all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(1) the Borrower; provided, that no consent of the Borrower shall be required (x) for an assignment to a Lender, an Affiliate of a Lender, or an Approved Fund (other than a Defaulting Lender) or (y) if an Event of Default has occurred and is continuing; provided, further, that a consent under this clause (1) shall be deemed given if the Borrower shall not have objected in writing to a proposed assignment within five Business Days after receipt by it of a written notice thereof from the Administrative Agent; and]

(2) the Administrative Agent; provided, that no consent of the Administrative Agent shall be required for an assignment to a Lender, an Affiliate of a Lender or an Approved Fund (other than a Defaulting Lender).

(ii) Subject to Sections 2.24 and 2.26(e), assignments shall be subject to the following additional conditions:

(1) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans under any Facility, the amount of the Commitments or Loans of the assigning Lender subject to each such assignment (determined as of (I) the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or (II) if earlier, the "trade date" (if any) specified in such Assignment and Assumption) shall not be less than $1,000,000 unless the Borrower and the Administrative Agent otherwise consent; provided, that (1) no such consent of the

Borrower shall be required if an Event of Default under Section 8.1(a) or 8.1(f) has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its Affiliates or Approved Funds, if any;

(2) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent and the Borrower (or, at the Borrower's request, manually) together with a processing and recordation fee of $3,500 to be paid by either the applicable assignor or assignee (which fee may be waived or reduced in the sole discretion of the Administrative Agent); provided, that only one such fee shall be payable in the case of contemporaneous assignments to or by two or more related Approved Funds; and

(3) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire and all applicable tax forms.

For the purposes of this Section 10.6, "Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered or managed by (I) a Lender, (II) an Affiliate of a Lender, (III) an entity or an Affiliate of an entity that administers or manages a Lender or (IV) an entity or an Affiliate of an entity that is the investment advisor to a Lender. Notwithstanding the foregoing, no Lender shall be permitted to make assignments under this Agreement to any Disqualified Institutions without the written consent of the Borrower.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(v) below, from and after the effective date specified in each Assignment and Assumption, the Assignee thereunder shall be a party hereto and, to the extent of the Loans and Commitments assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be subject to the obligations under and entitled to the benefits of Sections 2.19, 2.20, 2.21, 10.5 and 10.14). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section 10.6 (and will be required to comply therewith), other than any sale to a Disqualified Institution, which shall be null and void.

(iv) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement (and the entries in the Register shall be conclusive absent demonstrable error for such purposes), notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee (except as contemplated by Sections 2.24 and 2.26(e)), the

Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder) and all applicable tax forms, the processing and recordation fee referred to in paragraph (b) of this Section 10.6 (unless waived by the Administrative Agent) and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and promptly record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of or notice to any Person, in compliance with applicable law, sell participations (other than to any Disqualified Institution) to one or more banks or other entities (a "Participant"), in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided, that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided, that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly and adversely affected thereby pursuant to the proviso to the second sentence of Section 10.1(a) and (2) directly affects such Participant. Subject to paragraph (c)(ii) of this Section 10.6, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.19, 2.20 and 2.21 (if such Participant agrees to have related obligations thereunder (it being understood that the documentation required under Section 2.20 shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 10.6. Notwithstanding the foregoing, no Lender shall be permitted to sell participations under this Agreement to any Disqualified Institutions without the written consent of the Borrower.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.19, 2.20 or 2.21 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent to such greater amounts. No Participant shall be entitled to the benefits of Section 2.20 unless such Participant complies with Section 2.20(e), (g) or (j), as (and to the extent) applicable, as if such Participant were a Lender (it being understood that the documentation required under Section 2.20 shall be delivered to the participating Lender).

(iii) Each Lender that sells a participation, acting solely for U.S. federal income tax purposes as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a register on which it enters the name and addresses of each Participant, and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided, that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or its other obligations under this Agreement) except to the extent that the relevant parties, acting reasonably and in good faith, determine that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. Unless otherwise required by the IRS, any disclosure required by the foregoing sentence shall be made by the relevant Lender directly and solely to the IRS. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all

purposes of this Agreement, notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (it its capacity as such) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may, without the consent of or notice to the Administrative Agent or the Borrower, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central banking authority, and this Section 10.6 shall not apply to any such pledge or assignment of a security interest; provided, that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(e) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring the same (in the case of an assignment, following surrender by the assigning Lender of all Notes representing its assigned interests).

(f) The Borrower may prohibit any assignment if it would require the Borrower to make any filing with any Governmental Authority or qualify any Loan or Note under the laws of any jurisdiction and the Borrower shall be entitled to request and receive such information and assurances as it may reasonably request from any Lender or any Assignee to determine whether any such filing or qualification is required or whether any assignment is otherwise in accordance with applicable law.

(g) [Reserved]:

(h) Notwithstanding anything to the contrary herein, any Lender may assign all or any portion of its Term Loans of any Tranche hereunder to Holdings or any of its Subsidiaries, but only if:

(i) such assignment is made pursuant to a Dutch Auction open to all Lenders of the same Tranche on a pro rata basis;

(ii) no Default or Event of Default shall have occurred and be continuing before or immediately after giving effect to such assignment;

(iii) the relevant Auction Offeror shall represent and warrant, as of the date of the launch of the Dutch Auction and on the date of any such assignment, that it does not have any material non-public information that has not been disclosed to the Lenders generally (other than to the extent any such Lender does not wish to receive material non-public information with respect to Holdings or its Subsidiaries or any of their respective securities) prior to such date; and

(iv) immediately and automatically, without any further action on the part of Holdings or any of its Subsidiaries, any Lender, the Administrative Agent or any other Person, upon the effectiveness of such assignment of Term Loans from a Lender to the relevant Auction Offeror, such Term Loans and all rights and obligations as a Lender related thereto shall, for all purposes under this Agreement, the other Loan Documents and otherwise, be deemed to be irrevocably prepaid, terminated, extinguished, cancelled and of no further force and effect and such Auction Offeror shall neither obtain nor have any rights as a Lender hereunder or under the other Loan Documents by virtue of such assignment.

(i) Except as provided in Sections 10.6(h), none of Holdings or any of its Subsidiaries may acquire by assignment, participation or otherwise any right to or interest in any of the Commitments or Loans hereunder (and any such attempted acquisition shall be null and void).

(j) [Reserved].

(k) Notwithstanding anything to the contrary contained herein, the replacement of any Lender pursuant to Section 2.24 or 2.26(e) shall be deemed an assignment pursuant to Section 10.6(b) and shall be valid and in full force and effect for all purposes under this Agreement.

(l) Any assignor of a Loan or Commitment or seller of a participation hereunder shall be entitled to rely conclusively on a representation of the assignee Lender or purchaser of such participation in the relevant Assignment and Assumption or participation agreement, as applicable, that such assignee or purchaser is not a Disqualified Institution. None of the Agents shall have any responsibility or liability for monitoring the list or identities of, or enforcing provisions relating to, Disqualified Institutions. Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Institution or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Institution.

10.7 Adjustments; Set off.

(a) Except to the extent that this Agreement provides for payments to be allocated to a particular Lender or to the Lenders under a particular Facility, if any Lender (a "Benefited Lender") shall at any time receive any payment of all or part of the Obligations owing to it, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by setoff, pursuant to events or proceedings of the nature referred to in Section 8.1(f), or otherwise) in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of such other Lender's Obligations, such Benefited Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Obligations, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that (i) if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest and (ii) the provisions of this Section 10.7 shall not be construed to apply to any payment made by any Loan Party pursuant to and in accordance with the express terms of this Agreement (including prepayments received pursuant to Sections 10.6(h)) or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or Participant.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise) after the expiration of any cure or grace periods, to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any Affiliate, branch or agency thereof to or for the credit or the account of the Borrower. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such setoff and application made by such Lender; provided, that the failure to give such notice shall not affect the validity of such setoff and application.

10.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (i.e., "pdf" or "tiff") transmission shall be effective as delivery of a

manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

10.9 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of the Borrower, the Agents and the Lenders with respect to the subject matter hereof and thereof.

10.11 GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

10.12 Submission to Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its Property in any legal action or proceeding relating to this Agreement and the other Loan Documents to the exclusive general jurisdiction of the Supreme Court of the State of New York for the County of New York (the "New York Supreme Court"), and the United States District Court for the Southern District of New York (the "Federal District Court" and, together with the New York Supreme Court, the "New York Courts"), and appellate courts from either of them; provided, that nothing in this Agreement shall be deemed or operate to preclude (i) any Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations (in which case any party shall be entitled to assert any claim or defense, including any claim or defense that this Section 10.12 would otherwise require to be asserted in a legal action or proceeding in a New York Court), or to enforce a judgment or other court order in favor of the Administrative Agent or the Collateral Agent, (ii) any party from bringing any legal action or proceeding in any jurisdiction for the recognition and enforcement of any judgment and (iii) if all such New York Courts decline jurisdiction over any person, or decline (or in the case of the Federal District Court, lack) jurisdiction over any subject matter of such action or proceeding, a legal action or proceeding may be brought with respect thereto in another court having jurisdiction;

(b) consents that any such action or proceeding may be brought in the New York Courts and appellate courts from either of them, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to it at its address set forth in Section 10.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law;

(e) expressly acknowledges and agrees, to the fullest extent it may lawfully do so, that (i) if the payment of any Initial Term Loans is accelerated or any Initial Term Loans otherwise become due and payable (including prior to the Term Maturity Date applicable thereto), including as a result of any Event of Default (including, but not limited to, upon the occurrence of a bankruptcy or insolvency event (including the acceleration of claims by operation of law)), in each case, prior to the second anniversary of the Closing Date, the Applicable Premium with respect to such Initial Term Loans will also be due and payable as though such Initial Term Loans were otherwise redeemed or repaid, prepaid or mandatorily assigned prior to the second anniversary of the Closing Date, and in all cases the Applicable Premium shall constitute part of the Obligations, in view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of each applicable Lender's lost profits as a result thereof, (ii) such Applicable Premium (x) shall be presumed to be the liquidated damages sustained by each such Lender as the result any redemption (including prior to the Term Maturity Date applicable to such Initial Term Loans) and (y) is reasonable under the circumstances currently existing, (iii) such Applicable Premium shall also be payable in the event that any Initial Term Loans are satisfied or released by foreclosure (whether by power of judicial proceeding or otherwise), deed in lieu of foreclosure or by any other means, (iv) THE BORROWER EXPRESSLY WAIVES THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE APPLICABLE PREMIUM IN CONNECTION WITH ANY SUCH ACCELERATION INCLUDING WITH ANY VOLUNTARY OR INVOLUNTARY ACCELERATION PURSUANT TO ANY INSOLVENCY PROCEEDING PURSUANT TO ANY DEBTOR RELIEF LAW, (v) such Applicable Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel, (vi) such Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made, (vii) there has been a course of conduct between the applicable Lenders and the Borrower giving specific consideration in this transaction for such agreement to pay such Applicable Premium, (viii) the Borrower shall be estopped hereafter from claiming differently than as agreed to in this clause (e) and otherwise in this Agreement and (ix) the Borrower's agreement to pay the Applicable Premium to applicable Lenders as herein described is a material inducement to such Lenders to make the Initial Term Loans; and

(f) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 10.12 any special, exemplary, punitive or consequential damages (provided, that such waiver shall not limit the indemnification obligations of the Loan Parties to the extent such special, exemplary, punitive or consequential damages are included in any third party claim with respect to which the applicable Indemnitee is entitled to indemnification under Section 10.5).

10.13 Acknowledgments. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither the Agents nor any Lender has any fiduciary relationship with or duty to the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Agents and Lenders, on the one hand, and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor;

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower and the Lenders;

(d) no advisory or agency relationship between it and any Agent or Lender (in their capacities as such) is intended to be or has been created in respect of any of the transactions contemplated hereby,

(e) the Agents and the Lenders, on the one hand, and the Borrower, on the other hand, have an arms-length business relationship,

(f) the Borrower is capable of evaluating and understanding, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents,

(g) each of the Agents and the Lenders is engaged in a broad range of transactions that may involve interests that differ from the interests of the Borrower and none of the Agents or the Lenders has any obligation to disclose such interests and transactions to the Borrower by virtue of any advisory or agency relationship, and

(h) none of the Agents or the Lenders (in their capacities as such) has advised the Borrower as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction (including the validity, enforceability, perfection or avoidability of any aspect of any of the transactions contemplated hereby under applicable law, including the Bankruptcy Code or any consents needed in connection therewith), and none of the Agents or the Lenders (in their capacities as such) shall have any responsibility or liability to the Borrower with respect thereto and the Borrower has consulted with its own advisors regarding the foregoing to the extent it has deemed appropriate.

To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Agents and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

10.14 Confidentiality. Each of the Agents and the Lenders agree to treat any and all information, regardless of the medium or form of communication, that is disclosed, provided or furnished, directly or indirectly, by or on behalf of the Borrower or any of its Affiliates in connection with this Agreement or the transactions contemplated hereby (including any potential amendments, modifications or waivers, or any request therefor), whether furnished before or after the Closing Date ("Confidential Information"), as strictly confidential and not to use Confidential Information for any purpose other than evaluating the Transactions and negotiating, making available and administering this Agreement (the "Agreed Purposes"). Without limiting the foregoing, each Agent and each Lender agrees to treat any and all Confidential Information with adequate means to preserve its confidentiality, and each Agent and each Lender agrees not to disclose Confidential Information, at any time, in any manner whatsoever, directly or indirectly, to any other Person whomsoever, except:

(1) to its partners that are natural persons, members that are natural persons, directors, officers, employees, counsel, advisors, trustees and Affiliates (collectively, the "Representatives"), to the extent necessary to permit such Representatives to assist in connection with the Agreed Purposes (it being understood that the Representatives to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential, with the applicable Agent or Lender responsible for the breach of this Section 10.14 by such Representatives as if they were party hereto);

(2) to any pledgee referred to in Section 10.6(d) and prospective Lenders and Participants in connection with the secondary trading of the Facilities and Commitments and Loans hereunder (excluding any Disqualified Institution), in each case who are informed of the confidential

nature of the information and agree to observe and be bound by standard confidentiality terms at least as favorable to the Borrower and its Affiliates as those contained in this Section 10.14;

(3) to any party or prospective party (or their advisors) to any swap, derivative or similar transaction under which payments are made by reference to the Borrower and the Obligations, this Agreement or payments hereunder, in each case who are informed of the confidential nature of the information and agree to observe and be bound by standard confidentiality terms at least as favorable to the Borrower and its Affiliates as those contained in this Section 10.14;

(4) upon the request or demand of any Governmental Authority having or purporting to have jurisdiction over it;

(5) in response to any order of any Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, provided, that in the case of clauses (4) and (5), the disclosing Agent or Lender, as applicable, agrees, to the extent practicable and not prohibited by applicable Requirements of Law, to notify the Borrower prior to such disclosure and cooperate with the Borrower in obtaining an appropriate protective order (except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority);

(6) to the extent reasonably required or necessary, in connection with any litigation or similar proceeding relating to the Facilities;

(7) information that has been publicly disclosed other than in breach of this Section 10.14;

(8) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender or in connection with examinations or audits of such Lender;

(9) to the extent reasonably required or necessary, in connection with the exercise of any remedy under the Loan Documents; provided, that each Agent and Lender uses commercially reasonable efforts to ensure that such information is kept confidential in connection with such exercise of remedies and the recipient is informed of the confidential nature of the information;

(10) to the extent the Borrower has consented to such disclosure in writing;

(11) to any other party to this Agreement;

(12) to the extent that such information is received from a third party that is not, to such Agent or Lender's knowledge, subject to contractual or fiduciary confidentiality obligations owing to the Borrower and its Affiliates and their Related Parties;

(13) to the extent that such information is independently developed by such Agent or Lender; or

(14) by the Administrative Agent to the extent reasonably required or necessary to obtain a CUSIP for any Loans or Commitment hereunder, to the CUSIP Service Bureau.

Each Agent and each Lender acknowledges that (i) Confidential Information includes information that is not otherwise publicly available and that such non-public information may constitute confidential business information which is proprietary to the Borrower and/or its Affiliates and (ii) the Borrower has advised the Agents and the Lenders that it is relying on the Confidential Information for its success and would not disclose the Confidential Information to the Agents and the Lenders without the confidentiality provisions of this Agreement. All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement will be syndicate-level information, which may contain material non-public information about the Borrower and its Affiliates and their Related Parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its administrative questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws. Notwithstanding any other provision of this Agreement, any other Loan Document or any Assignment and Assumption, the provisions of this Section 10.14 shall survive with respect to each Agent and Lender until the second anniversary of such Agent or Lender ceasing to be an Agent or a Lender, respectively.

10.15 Release of Collateral and Guarantee Obligations; Subordination of Liens.

(a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, upon request of the Borrower in connection with any Disposition of Property permitted by the Loan Documents (including by way of merger and including any assets transferred to a Subsidiary that is not a Loan Party in a transaction permitted by this Agreement) or any Loan Party becoming an Excluded Subsidiary (other than pursuant to clause (b) of the definition thereof[, unless such Loan Party so becomes such an Excluded Subsidiary as a result of a joint venture or other strategic transaction permitted hereunder that was not entered into for the primary purpose of releasing the Guarantee of such Loan Party]) or ceasing to be a Subsidiary (as used in this Section 10.15, "ceasing to be a Subsidiary" with respect to any Loan Party shall mean that no Loan Party or Affiliate thereof shall have retained any direct or indirect equity interests in such Person), all Liens and Guarantees on such assets or all assets of such Excluded Subsidiary or former Subsidiary shall automatically terminate and the Collateral Agent shall (without notice to, or vote or consent of, any Lender) execute and deliver all releases reasonably necessary or desirable (i) to evidence the release of Liens created in any Collateral being Disposed of in such Disposition (including any assets of any Loan Party that becomes an Excluded Subsidiary) or of such Excluded Subsidiary or former Subsidiary, as applicable, (ii) to provide notices of the termination of the assignment of any Property for which an assignment had been made pursuant to any of the Loan Documents which is being Disposed of in such Disposition or of such Excluded Subsidiary or former Subsidiary, as applicable, and (iii) to release the Guarantee and any other obligations under any Loan Document of any Person being Disposed of in such Disposition or which becomes an Excluded Subsidiary or former Subsidiary, as applicable; *provided*, that to the extent the Property being so Disposed of has a Fair Market Value in excess of $[25,000,000], the Borrower shall deliver a certificate of a Responsible Officer certifying that the Disposition is permitted by the Loan Documents. Any representation, warranty or covenant contained in any Loan Document relating to any such Property so Disposed of (other than Property Disposed of to the Borrower or any of its Subsidiaries) or of a Loan Party which becomes an Excluded Subsidiary or former Subsidiary, as applicable, shall no longer be deemed to be repeated once such Property is so Disposed of. In addition, upon the reasonable request of the Borrower in connection with (A) any Lien of the type permitted by Section 7.3(g) on Excluded Collateral to secure Indebtedness to be incurred pursuant to Section 7.2(c) (or pursuant to Section 7.2(d), 7.2(j), or 7.2(v) if such Indebtedness is of the type that is contemplated by Section 7.2(c)) if the holder of such Lien so requires, (B) any Lien securing Indebtedness pursuant to Section 7.2(t)(x) if the holder of such Lien so requires and pursuant to Section 7.2(t)(y) if the holder of such Lien so requires and if the holder of the applicable Indebtedness being refinanced also so requires, and in each case to the extent constituting Excluded Collateral, (C) any Lien of the type permitted by Sections 7.3(o), 7.3(r)(i), 7.3(t) or

7.3(bb), in each case, to the extent the obligations giving rise to such permitted Lien prohibit (or require the release of) the security interest of the Collateral Agent thereon, or Section 7.3(kk) to the extent constituting Excluded Collateral, or (D) the ownership of joint ventures or other entities qualifying under clause (iv) of the definition of Excluded Equity Securities, the Collateral Agent shall execute and deliver all releases necessary or desirable to evidence that no Liens exist on such Excluded Collateral under the Loan Documents.

(b) Notwithstanding anything to the contrary contained herein or any other Loan Document, when all Obligations (other than any contingent or indemnification obligations not then due) have been paid in full and all Commitments have terminated or expired, upon the request of the Borrower, all Liens and Guarantee Obligations under any Loan Documents shall automatically terminate and the Collateral Agent shall (without notice to, or vote or consent of, any Lender) take such actions as shall be required to release its security interest in all Collateral, and to release all Guarantee Obligations under any Loan Document, whether or not on the date of such release there may be contingent or indemnification obligations not then due. Any such release of Guarantee Obligations shall be deemed subject to the provision that such Guarantee Obligations shall be reinstated if after such release any portion of any payment in respect of the Obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its Property, or otherwise, all as though such payment had not been made.

(c) Notwithstanding anything to the contrary contained herein or in any other Loan Document, upon request of the Borrower in connection with any Liens permitted by the Loan Documents, the Collateral Agent shall (without notice to, or vote or consent of, any Lender) take such actions as shall be required to subordinate the Lien on any Collateral to any Lien permitted under Section 7.3.

10.16 Accounting Changes. In the event that any Accounting Change (as defined below) shall occur and such change results in a change in the method of calculation of financial ratios, covenants, standards or terms in this Agreement, then following notice either from the Borrower to the Administrative Agent or from the Administrative Agent to the Borrower (which the Administrative Agent shall give at the request of the Required Lenders), the Borrower and the Administrative Agent agree to enter into negotiations in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition and covenant capacities shall be the same after such Accounting Changes as if such Accounting Changes had not been made. If any such notices are given then, regardless of whether such notice is given prior to or following such Accounting Change, until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders and have become effective, all financial ratios, covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. Any amendment contemplated by the prior sentence shall become effective upon the consent of the Required Lenders, it being understood that a Lender shall be deemed to have consented to and executed such amendment if such Lender has not objected in writing within five Business Days following receipt of notice of execution of the applicable amendment by the Borrower and the Administrative Agent, it being understood that the posting of an amendment referred to in the preceding sentence electronically on the Platform to the Lenders shall be deemed adequate receipt of notice of such amendment. "Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC, in each case, occurring after the Closing Date. Without limiting the foregoing, for purposes of determining compliance with any provision of this Agreement, the determination of whether a lease is to be treated as an operating lease or capital lease shall be made without giving effect to any change in accounting for leases

pursuant to GAAP resulting from the implementation of proposed Accounting Standards Update (ASU) Leases (Topic 840) issued August 17, 2010, or any successor proposal.

10.17 WAIVERS OF JURY TRIAL. **EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY AND FOR ANY COUNTERCLAIM THEREIN.**

10.18 USA PATRIOT ACT AND CANADIAN ANTI-MONEY LAUNDERING & ANTI-TERRORISM LEGISLATION. (a) The Administrative Agent and each Lender hereby notifies the Loan Parties that pursuant to the requirements of the USA Patriot Act (Title III of Publ. 107 56 (signed into law October 26, 2001)) (the "USA Patriot Act"), it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of such Loan Parties and other information that will allow the Administrative Agent or such Lender to identify the Loan Parties in accordance with the USA Patriot Act, and the Borrower agrees to provide such information from time to time to any Lender or Agent reasonably promptly upon request from such Lender or Agent.

(b) The Administrative Agent and its successors and assigns may be subject to Canadian Anti-Money Laundering & Anti-Terrorism Legislation and "know your customer" rules and regulations and regulations, and they hereby notify the Borrower and each of its Subsidiaries that in order to comply with such legislation, rules and regulations, they may be, among other things, required to obtain, verify and record information pertaining to the Borrower and its Subsidiaries, which information may relate to, among other things, the names, addresses, corporate directors, corporate registration numbers, corporate tax numbers, and corporate shareholders of Holdings and the Subsidiaries. Each of Holdings and the Borrowers agree to take promptly such actions and to promptly provide, upon reasonable request, such information, access to information and certifications regarding Holdings and the Subsidiaries that are required to enable the Administrative Agent and its successors and assigns to comply with such Canadian Anti-Money Laundering & Anti-Terrorism Legislation and "**know your customer**" rules and regulations. In addition, and to the extent they are required at law to do so, each of Holdings and the Borrowers agree to promptly comply with its obligations under Canadian Anti-Money Laundering & Anti-Terrorism Legislation.

10.19 [Reserved].

10.20 Interest Rate Limitation. Notwithstanding anything in this Agreement to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest on such Loan under applicable law (collectively, the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 10.20 shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

10.21 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is

subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.22 Electronic Execution of Assignments and Certain Other Documents. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation Assignment and Assumptions, amendments or other notices of borrowing, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

10.23 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(A) a reduction in full or in part or cancellation of any such liability;

(B) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(C) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

10.24 Hypothecary Representative. Without limiting the generality of any provisions of this Agreement, each Lender hereby appoints and designates the Administrative Agent (or any successor thereto) as hypothecary representative (within the meaning of Article 2692 of the Civil Code of Québec) of the Administrative Agent and the Lenders for the purposes of holding any security granted by any Loan Party under the laws of the Province of Québec as security for any indebtedness or other obligation of any Loan Party and, in such capacity, the Administrative Agent shall hold any such security granted under the laws of the Province of Québec as such hypothecary representative in the exercise of the rights conferred thereunder. The execution by the Administrative Agent, as such hypothecary representative, prior to the date hereof of any deeds of hypothec or other documents is hereby ratified and confirmed. Each assignee Lender that becomes party to this Agreement, by becoming a party to this Agreement, shall be deemed to have ratified and confirmed the appointment of the Administrative Agent (or any successor thereto) as hypothecary representative. In the event of the resignation of the Administrative Agent and appointment of a successor Administrative Agent, such successor Administrative Agent shall also act as the hypothecary representative (without any further act or formality being required to effect such replacement). The Administrative Agent, as such hypothecary representative, shall benefit from and be subject to all provisions hereof with respect to the Administrative Agent, mutatis mutandis, including, without limitation, all such provisions with respect to the liability or responsibility to an indemnification by each Lender, and shall be entitled to delegate from time to time any of its powers or duties under any deed of hypothec granted in favour of the Administrative Agent, as such hypothecary representative, on such terms and conditions as it may determine from time to time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

[REVLON CONSUMER PRODUCTS CORPORATION],
as Borrower

By: _____
Name:
Title:

[REVLON, INC.],
as Holdings

By: _____
Name:
Title:

[Jefferies Finance LLC],
as Administrative Agent and Collateral Agent

By: _____
Name:
Title:

[●],
as a Lender

By: _____
Name:
Title:

Exhibit G

Exit ABL Facility Commitment Letter

This **Exhibit G** contains term sheets illustrating the material terms of the Exit ABL Facility. Pursuant to Article IV.A.1 of the Plan, on the Effective Date, the Reorganized Debtors shall enter into the Exit ABL Facility Documents, including the Exit ABL Facility Credit Agreement, for the Exit ABL Facility.

The term sheets for the Exit ABL Facility are in draft form and, along with the Exit ABL Facility Credit Agreement, remains subject to continuing review and negotiation among Debtors and interested parties with respect thereto. The Exit ABL Facility Credit Agreement will be filed at a later date in a supplemental Plan Supplement filing.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit G**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

Revlon Consumer Products Corporation
$325,000,000 Senior Secured Asset-Based Revolving Loan Facility

Summary of Principal Terms and Conditions

Terms used but not defined herein have the meanings given to them in (i) the Commitment Letter to which this Term Sheet is attached or, if not defined therein, (ii) the Term Sheet attached to the Commitment Letter as Exhibit B thereto, or (iii) the Existing ABL Credit Agreement (as defined below).

Facilities:	Senior secured asset-based revolving loan facility in an aggregate principal amount of $325,000,000 (the "***ABL Facility***"), or such lesser amounts as Revlon Consumer Products Corporation ("***RCPC***") may require, as notified in writing by RCPC to the Lenders.
Purpose:	The proceeds of the Facilities shall be used (i) on the Closing Date, to make payments and distributions under the First Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates pursuant to Chapter 11 of the Bankruptcy Code (as amended from time to time, the "***Plan***"), including, without limitation, to refinance indebtedness outstanding under (a) the Super-Priority Debtor-In-Possession Asset-Based Revolving Credit Agreement, dated as of June 30, 2022, among RCPC, as debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code as borrower, Revlon, Inc., a Delaware corporation ("***Revlon***"), a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code as holdings, the lenders from time to time party thereto and MidCap Funding IV Trust, as administrative agent and collateral agent (as amended by that certain First Amendment to Super-Priority Senior Secured Debtor-In-Possession Asset-Based Revolving Credit Agreement on July 22, 2022 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Existing DIP ABL Facility***"), and (b) the Superpriority Senior Secured Debtor-In-Possession Credit Agreement, dated as of June 17, 2022, among RCPC, a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code as borrower, Revlon, a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code as holdings, the lenders from time to time party thereto and Jefferies Finance LLC, as administrative agent and collateral agent (as amended by that certain First Amendment to Superpriority Senior Secured

	Debtor-In-Possession Credit Agreement on July 18, 2022, as amended by that certain Second Amendment to Superpriority Senior Secured Debtor-In-Possession Credit Agreement on July 21, 2022 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Existing DIP BrandCo Facility***"), (ii) to pay fees and expenses in connection with the foregoing and (iii) to the extent of any excess, for general corporate purposes.
Transaction:	The consummation of the Plan and the Exit Facilities (as defined under the Plan) (collectively, the "***Transaction***").
Borrower:	[RCPC][1] (the "***Borrower***").
Holdings:	[Revlon][2] ("***Holdings***").
Guarantors:	Consistent with the Documentation Principles, with certain additions, and limited to: Holdings; *Canadian Guarantors*: Elizabeth Arden (Canada) Limited and Revlon Canada, Inc. (the "***Canadian Guarantors***"); *English Guarantor*: Elizabeth Arden (UK) LTD. (the "***British Guarantor***"); *Cayman Guarantor*: Beautyge I (the "***Cayman Guarantor***"); *Domestic Guarantors*: Each existing and subsequently acquired or organized wholly-owned domestic subsidiary of the Borrower and of the Cayman Guarantor (other than domestic subsidiaries that are subsidiaries of foreign subsidiaries of the Borrower that are "controlled foreign corporations" within the meaning of Section 957(a) of the Internal Revenue Code of 1986, as amended ("***CFCs***")) (the "***Domestic Guarantors***" and, together with the Canadian Guarantors, the British Guarantor, the Cayman Guarantor and Holdings, the "***Guarantors***" and the Guarantors, together with the Borrower, the "***Loan Parties***").
Security:	Consistent with the Documentation Principles; *provided* that, at the option of the Borrower, any letters of credit,

[1] Note to Draft: Borrower to be confirmed.
[2] Note to Draft: Holdings to be confirmed.

interest rate protection or other hedging arrangements, banking products or cash management arrangements (including foreign exchange facilities and supply chain finance services) (collectively, the "***Specified Arrangements***") may share in the lien on the Collateral granted to the Administrative Agent, subject to customary borrowing base reserves to the extent the aggregate obligations (valued, in the case of letters of credit, at the face amount thereof, and, in the case of any other Specified Arrangement, at the mark to market value thereof) in respect of the Specified Arrangements exceeds $10,000,000.

Cash Dominion: The Borrower shall implement cash management procedures consistent with the Documentation Principles and reasonably satisfactory to the Lenders, including control agreements over the Borrower's primary concentration account(s) which will provide for control and, in the event Excess Availability (defined in a manner consistent with the Documentation Principles) under the ABL Facility is less than the greater of 13.75% of the Global Line Cap (as defined below) and $55,000,000 for 20 consecutive days, springing dominion over such accounts until such time as Excess Availability exceeds such amount for 20 consecutive business days (such an event, a "***Cash Dominion Event***").

"***Global Line Cap***" shall mean, at any time, an amount equal to the lesser of (x) the Borrowing Base and (y) the sum of (i) the commitments under the ABL Facility and (ii) the aggregate outstanding amount of borrowings under the FILO Facility.

Borrowing Base: Consistent with the Documentation Principles; *provided* that:

"Eligible Inventory" shall be defined in a manner consistent with the Documentation Principles, *provided* that, goods in transit shall not exceed (i) for purposes of the Tranche A Borrowing Base, $[12,750,000] and (ii) for purposes of the Tranche B Borrowing Base, $[2,250,000].

"***Tranche A Borrowing Base***" shall mean the sum of:

(a) [85]% of Eligible Receivables (to be defined in a manner consistent with the Documentation Principles),

(b) with respect to Eligible Inventory, the lesser of [85]% and the Tranche A Net Orderly Liquidation Percentage (as

defined below) of Eligible Prime Finished Goods (to be defined in a manner consistent with the Documentation Principles),

(c) with respect to Eligible Inventory, the lesser of [63.75]% and the Tranche A Net Orderly Liquidation Percentage of Eligible Work-in-Process Inventory (to be defined in a manner consistent with the Documentation Principles),

(d) with respect to Eligible Inventory, the lesser of [42.50]% and the Tranche A Net Orderly Liquidation Percentage of Eligible Raw Materials (to be defined in a manner consistent with the Documentation Principles),

(e) [65]% of the Mortgage Value of Eligible Real Property (to be defined in a manner consistent with the Documentation Principles),

(f) [65]% of the Net Orderly Liquidation Value (as defined below) of Eligible Equipment (to be defined in a manner consistent with the Documentation Principles),

less such Eligibility Reserves (with respect to *clauses (a) – (f)* above), Specified Reserves and Dilution Reserves (each to be defined in accordance with the Documentation Principles), in each case, as the Administrative Agent may establish in its sole discretion exercised reasonably and in accordance with customary business practices for comparable asset-based transactions, and that have not already been taken into account in the calculation of the Tranche A Borrowing Base or in the determination of any other Reserves (and without duplication for any Reserves established for the Tranche B Borrowing Base).

"***Tranche A Net Orderly Liquidation Percentage***" shall mean, with respect to any class of Eligible Inventory described in *clauses (b)* through *(d)* of the definition of "*Tranche A Borrowing Base*" above, [85]% of the net orderly liquidation value for such Eligible Inventory as a percentage of the cost of such class of Eligible Inventory specified in the most recent Appraisal (as defined in the Existing ABL Credit Agreement) of such class of Inventory of the applicable Loan Party.

"***Net Orderly Liquidation Value***" shall mean, with respect to Eligible Equipment described in *clause (e)* of the definition of "*Tranche A Borrowing Base*" above, the net

orderly liquidation value of such Eligible Equipment as determined by reference to the most recent Appraisal of such Eligible Equipment of the applicable Loan Party.

"Tranche B Borrowing Base" and "Tranche B Net Orderly Liquidation Percentage" have the meanings assigned to such terms in Exhibit B to the Commitment Letter.

The Tranche A Borrowing Base ***plus*** the Tranche B Borrowing Base are collectively referred to as the "***Borrowing Base***".

Borrowing Base Certificate: Delivery of a borrowing base certificate in a form to be attached to the ABL Facility Documentation or otherwise reasonably satisfactory to the Administrative Agent (the "***Borrowing Base Certificate***") on a monthly basis or, weekly, (i) during the occurrence and continuance of an Event of Default or (ii) if Excess Availability is less than the greater of (x) 16.25% of the Global Line Cap and (y) 65,000,000.

Administrative Agent: [●] will act as administrative agent for the ABL Facility (the "***Administrative Agent***").

Collateral Agent: [●] will act as sole collateral agent for the Facilities.

Lender: [●].

Availability: The Borrower may borrow loans under the ABL Facility (the "***Tranche A Revolving Loans***" and, together with Loans borrowed under the FILO Facility (the "***Tranche B Term Loans***"), the "***Loans***") (i) on the Closing Date, at the election of the Borrower, in an amount not less than $25,000,000 and (ii) after the Closing Date, in minimum amounts to be agreed. For the avoidance of doubt, Tranche A Revolving Loans may be reborrowed once repaid.

Availability under the ABL Facility (the "***Tranche A Availability***") will be equal to (i) the lesser of (A) the then effective aggregate commitments under the ABL Facility and (B) the then effective applicable Tranche A Borrowing Base based on the Borrowing Base Certificate most recently delivered to the Administrative Agent pursuant to the Credit Agreement *minus* (ii) the then effective aggregate Availability Reserves as the Administrative Agent, in its sole discretion exercised reasonably and in accordance with customary business practices for comparable asset-based

transactions, deems appropriate with respect to the Borrowing Base (without duplication for any Availability Reserves established for the Tranche B Borrowing Base, whether or not reflected on such Borrowing Base Certificate); *provided* that, as of the Closing Date there shall not be any Availability Reserve.

Documentation Principles: Except as otherwise specified herein, the definitive documentation for the ABL Facility (the "***ABL Facility Documentation***") shall be substantially consistent with the definitive documentation for the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016, among RCPC, Revlon, the other Loan Parties, the lenders from time to time party thereto, MidCap Funding IV Trust, as administrative agent and collateral agent ((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, as further amended and restated by that certain Amendment No. 3, dated as of April 17, 2020, 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, as further amended and restated by that certain Amendment No. 9, dated as of March 31, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time) the "***Existing ABL Credit Agreement***" and the indebtedness outstanding thereunder, the "***Existing ABL Facility***") (including, for the avoidance of doubt, as modified to include a "FILO" tranche for the FILO Facility), as modified to reflect (a) the terms and conditions set forth in the Commitment Letter (including all schedules, annexes and exhibits thereto), (b) changes in law or accounting standards, (c) the operational and agency requirements of the Administrative Agent, (d) changes to certain defined terms (including "Consolidated EBITDA") to be agreed and (e) such other terms as RCPC and the Lender shall agree (collectively, the "***Documentation Principles***").

Interest Rates**:**	At the option of the Borrower, (a) Term SOFR plus 3.50% *per annum* or (b) ABR plus 2.50% *per annum*. Tranche A Revolving Loans bearing interest based on Term SOFR will also be subject to a credit spread adjustment equal to (i) 0.11448% for 1-month interest periods or (ii) 0.26161% for 3-month interest periods, as applicable. "***Term SOFR***" means, for the applicable corresponding interest period, the forward-looking term rate based on SOFR published by the CME Term SOFR Administrator two (2) U.S. government securities business days preceding the commencement of the applicable interest period; *provided* that, if Term SOFR shall be less than 1.75%, such rate shall be deemed to be 1.75%. The Borrower may elect interest periods of 1 or 3 months for Term SOFR borrowings. "***ABR***" means the highest of (i) the "U.S. Prime Rate" as quoted by The Wall Street Journal from time to time, (ii) the Federal Funds Effective Rate, *plus* ½ of 1.00% and (iii) Term SOFR for a one-month interest period *plus* 1.00% (and each loan designated as such, an "***ABR Loan***"). The Facilities will include customary benchmark replacement provisions. Interest on loans and all fees will be payable in arrears on the basis of a 360-day year (calculated on the basis of actual number of days elapsed); *provided* that, interest on ABR loans will be payable in arrears on the basis of a 365-day year (or a 366-day year in a leap year) calculated on the basis of the actual number of days elapsed. Interest will be payable on Term SOFR Loans on the last day of the applicable interest period and upon prepayment, and on ABR Loans quarterly and upon prepayment.
Unused Line Fee:	(i) If the ABL Facility usage is less than 50.0% of the Tranche A Borrowing Base, 0.375% per annum on the average daily undrawn portion of the commitments in respect of the ABL Facility, or (ii) if the ABL Facility usage is equal to or greater than 50.0% of the Tranche A Borrowing Base, 0.50% per annum on the average daily undrawn portion of the commitments in respect of the ABL Facility, in each case, payable quarterly in arrears after the Closing Date and upon the termination of the commitments,

	calculated based on the number of days elapsed in a 360-day year.
Default Rate:	Upon any payment or bankruptcy event of default, the interest rate will be, with respect to overdue principal, the applicable interest rate, *plus* 2.00% per annum and, with respect to any other overdue amount, the interest rate applicable to ABR Loans, *plus* 2.00% per annum. Interest on such overdue amounts will be payable upon written demand.
Final Maturity**:**	The ABL Facility will mature on the earlier of (i) the fifth anniversary of the Closing Date and (ii) the date that is 91 days inside the final maturity date of that certain senior secured first lien term loan facility in an aggregate principal amount of approximately $[1,300,000,000] (the "***Term Loan Facility***") to be entered into on the Closing Date pursuant to the Plan, to the extent that on such date not less than $50,000,000 remains outstanding under the Term Loan Facility.
Amortization**:**	None.
Mandatory Prepayments**:**	Consistent with the Documentation Principles, including that 100% of the net cash proceeds from the incurrence of debt obligations by the Loan Parties after the Closing Date (other than debt permitted under the ABL Facility Documentation) shall be applied to prepay the Loans (the "***Debt Sweep***") and (ii) the Borrower shall repay the outstanding Tranche A Loans to the extent that the aggregate principal amount of the Loans exceed the borrowing base as of the date of any borrowing base certificate (an "***Over Advance***"). Notwithstanding the foregoing, upon the occurrence of an Over Advance, the Borrower, at its option (in lieu of a mandatory prepayment), may deposit, or cause to be deposited, Qualified Cash, in an amount equal to such Over Advance, within a time frame consistent with the Documentation Principles. Upon the deposit of such Qualified Cash, the borrowing base shall be recalculated.
Voluntary Prepayments:	Subject to the section titled "Prepayment Premium" below, consistent with the Documentation Principles.
Prepayment Premium:	All reductions and terminations of the commitments under the ABL Facility and all mandatory prepayments upon acceleration of the Loans upon the occurrence of an event of

default, will be subject to the premiums set forth below:

Prepayment Date	**Premium**
From and after the Closing Date and prior to the first anniversary of the Closing Date:	1.5%
From and after the first anniversary of the Closing Date and prior to the second anniversary of the Closing Date:	1.0%
From and after the second anniversary of the Closing Date and prior to the third anniversary of the Closing Date:	0.5%
Thereafter:	0%

Conditions Precedent to Closing: Limited to the following, in each case subject to certain post-closing perfection actions to be agreed in good faith between the Borrower and the Lenders:

(1) Emergence from the Chapter 11 Cases (as defined in the Plan) in accordance with the terms of the Plan.

(2) The Borrower and its subsidiaries shall not have more than $[1,300,000,000] of outstanding indebtedness for borrowed money secured by first-priority liens on Term Loan Priority Collateral.

(3) The sum of Excess Availability and cash and Cash Equivalents held by the Loan Parties and their subsidiaries shall not be less than $200,000,000.

(4) Delivery of (i) the credit agreement, (ii) an intercreditor agreement, agreement among lenders or subordination agreement, as applicable, with the lenders under the Term Loan Facility consistent with the Documentation Principles and (iii) transaction security documents executed by each party thereto and creation and perfection of the Collateral Agent's security interest in the Collateral (subject to the lead-in to this Section).

(5) Delivery of a customary borrowing request.

(6) Delivery of a borrowing base certificate.

(7) Delivery of customary corporate documents and public officials' certificates.

(8) Delivery of customary lien searches on the Loan Parties.

(9) Delivery of customary closing certificates, a customary solvency certificate (with respect to the Borrower and its subsidiaries on a consolidated basis) and legal opinions.

(10) Accuracy of representations and warranties in all material respects.

(11) Payment of fees and reasonable and documented out-of-pocket expenses required to be paid when due and payable under the Commitment Letter or Fee Letters.

(12) No default or event of default under the ABL Facility and the FILO Facility shall have occurred or be continuing or would be resulting from such extension of credit.

(13) Delivery of, at least three (3) business days before the Closing Date, of all documentation and information reasonably requested at least ten (10) calendar days before the Closing Date by the Administrative Agent or the Lenders that they reasonably determine is required under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act and if the Borrower qualifies as a "legal entity customer" under the "Beneficial Ownership Regulations" (31 CFR §1010.230), a Beneficial Ownership Certification in relation to the Borrower.

Representations and Warranties: Consistent with the Documentation Principles.

Affirmative Covenants: Consistent with the Documentation Principles, subject to the exceptions described below:

1. change the affirmative covenant set forth in Section 6.1(b) of the Existing ABL Credit Agreement to permit the delivery of quarterly financials of the Borrower within seventy-five (75) days after the end of the first fiscal quarter ending after the Closing Date; and

2. delete the affirmative covenant set forth in Section 6.1(c) of the Existing ABL Credit Agreement.

Negative Covenants: Consistent with the Documentation Principles, and including an anti-cash hoarding covenant with an $80,000,000 cap (with a carve out for China), subject to the exceptions described below:

1. add an investment basket for unrestricted subsidiaries to engage in strategic partnerships and expansions of business lines in an outstanding amount not to exceed $20,000,000;

2. add a new debt basket to permit the incurrence of $100,000,000 in incremental loans under the Term Loan Facility;

3. change the ratio debt basket and the general debt basket to conform to the terms of the Term Loan Facility;

4. change the baskets under Section 7.2(k) and Section 7.3(cc)(B) of the Existing ABL Credit Agreement to remove the shared cap;

5. add baskets to allow the tax rationalization transactions set forth on Annex A-I[3];

6. add a basket to permit the disposition of inventory to subsidiaries of the Borrower in the ordinary course of business or consistent with past practice in connection with invoice and product flow models;

7. change the fair market value disposition basket to increase the cap to [$20,000,000];

8. add a basket to permit the payment of dividends and distributions within 60 days after the date of declaration thereof, if at the date of declaration of such payment, such payment would have been otherwise permitted pursuant to the restricted payments baskets; and

9. change the prepayment basket to permit the prepayment, redemption, purchase, defeasance or other satisfaction of any intercompany indebtedness owing by Holdings or any of its subsidiaries to Holdings or any of its

[3] Note to Draft: PW Tax to provide Annex A-I.

subsidiaries.

Financial Covenant:	Commencing on the last day of the first full fiscal quarter ended after the Closing Date, if (a)(i) the Excess Availability (defined in a manner consistent with the Documentation Principles) is less than the greater of 10.0% of the Global Line Cap and $35,000,000, and (ii) the Consolidated Net Total Leverage Ratio (defined in a manner consistent with the Documentation Principles) is greater than 5.00 to 1.00, or (b)(i) the Excess Availability (defined in a manner consistent with the Documentation Principles) is less than $35,000,000 and (ii) the Consolidated Net Total Leverage Ratio (defined in a manner consistent with the Documentation Principles) is equal to or less than 5.00 to 1.00 (such clauses (a) and (b), each a "***Covenant Triggering Event***"), then until such Covenant Triggering Event shall cease to exist for [20] consecutive days (the "***Financial Covenant End Date***"), the Borrower shall be required to maintain a Fixed Charge Coverage Ratio (as defined in in Annex A-I hereto) of 1.00 to 1.00 (the "***Financial Covenant***"), as determined not less than as of the last day of the most recently ended fiscal quarter prior to such Covenant Triggering Event for which financial statements have been delivered or are required to be delivered and each subsequent fiscal quarter period ending prior to the Financial Covenant End Date for which financial statements have been delivered or are required to be delivered. For the avoidance of doubt, in the case of clause (a)(ii) or (b)(ii), the Borrower shall not be permitted to borrow under the ABL Facility following a Covenant Triggering Event and prior to the Financial Covenant End Date if doing so would result in non-compliance with the Financial Covenant on a pro forma basis.
Events of Default:	Consistent with the Documentation Principles.
Assignments and Participations:	Consistent with the Documentation Principles.
Expenses and Indemnification:	Customary indemnification and reimbursement of expenses, subject to the occurrence of the Closing Date.
Cost and Yield Protection:	Customary cost and yield protection provisions for facilities of this type.
Governing Law and Forum:	New York.

Revlon Consumer Products Corporation
$75,000,000 Senior Secured First-In, Last Out Term Loan Facility

Summary of Principal Terms and Conditions

Terms used but not defined herein have the meanings given to them in (i) the Commitment Letter to which this Term Sheet is attached or, if not defined therein, (ii) the Term Sheet attached to the Commitment Letter as Exhibit A thereto, or (iii) the Existing ABL Credit Agreement (as defined in Exhibit A to the Commitment Letter).

Facilities:	Senior secured first-in, last out term loan facility in an aggregate principal amount of $75,000,000 (the "***FILO Facility***"), or such lesser amounts as RCPC may require, as notified in writing by RCPC to the Lenders.
Purpose:	As set forth in Exhibit A to the Commitment Letter.
Transaction:	As set forth in Exhibit A to the Commitment Letter.
Borrower:	As set forth in Exhibit A to the Commitment Letter.
Holdings:	As set forth in Exhibit A to the Commitment Letter.
Guarantors:	As set forth in Exhibit A to the Commitment Letter.
Security:	As set forth in Exhibit A to the Commitment Letter. The last-out nature of the FILO Facility shall be set forth in an agreement among lenders substantially consistent with the Amended and Restated Agreement Among Lenders, dated as of May 7, 2021, among RCPC, MidCap Funding IV Trust, certain lenders as first out holders and certain other lenders as last out lenders (subject to changes to be agreed).
Cash Dominion:	As set forth in Exhibit A to the Commitment Letter.
Borrowing Base:	Consistent with the Documentation Principles and the terms set forth in Exhibit A to the Commitment Letter; *provided* that: "***Tranche B Borrowing Base***" shall mean the sum of: (a) [15]% of Eligible Receivables (which shall be defined in a manner consistent with the Documentation Principles),

(b) with respect to Eligible Inventory, the lesser of [15]% and the Tranche B Net Orderly Liquidation Percentage (as defined below) of Eligible Prime Finished Goods,

(c) with respect to Eligible Inventory, the lesser of [11.25]% and the Tranche B Net Orderly Liquidation Percentage of Eligible Work-In-Process Inventory,

(d) with respect to Eligible Inventory, the lesser of [7.5]% and the Tranche B Net Orderly Liquidation Percentage of Eligible Raw Materials,

(e) [5]% of the Mortgage Value of Eligible Real Property (to be defined in a manner consistent with the Documentation Principles),

(f) [20]% of the Net Orderly Liquidation Value (as defined below) of Eligible Equipment (to be defined in a manner consistent with the Documentation Principles),

less such Eligibility Reserves (with respect to *clauses (a) – (f)* above), Specified Reserves and Dilution Reserves, in each case, as the Administrative Agent may establish in its sole discretion exercised reasonably and in accordance with customary business practices for comparable asset-based transactions, and that have not already been taken into account in the calculation of the Tranche B Borrowing Base or in the determination of any other Reserves (and without duplication for any Reserves established for the Tranche A Borrowing Base).

"***Tranche B Net Orderly Liquidation Percentage***" shall mean, with respect to any class of Eligible Inventory described in *clauses (b)* through *(d)* of the definition of "*Tranche B Borrowing Base*" above, [15]% of the net orderly liquidation value for such Eligible Inventory as a percentage of the cost of such class of Eligible Inventory specified in the most recent Appraisal of such class of Inventory of the applicable Loan Party; *provided* that, if a Cash Dominion Event occurs and is continuing the applicable percentage shall be reduced from [15]% to [12.5]%.

With respect to the Eligible Receivables described in *clause (a)* of the definition of "*Tranche B Borrowing Base*" above, if a Cash Dominion Event occurs and is continuing the

applicable percentage shall be reduced from [15]% to [12.5]%.

Borrowing Base Certificate: As set forth in Exhibit A to the Commitment Letter.

Administrative Agent: [●] will act as administrative agent for the FILO Facility ("***Tranche B Administrative Agent***").

Collateral Agent: As set forth in Exhibit A to the Commitment Letter.

Lender: [●].

Availability: Fully drawn on the Closing Date. Amounts borrowed under the FILO Facility that are repaid or prepaid may not be reborrowed.

Documentation Principles: As set forth in Exhibit A to the Commitment Letter.

Interest Rates: Consistent with the terms sets forth in Exhibit A to the Commitment Letter, except that (a) until the later of (i) the first anniversary of the Closing Date and (ii) the date of the delivery of the audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at December 31, 2023, at the option of the Borrower, (1) Term SOFR plus 8.00% *per annum* or (2) ABR plus 7.00% *per annum* and (b) any time thereafter:

FCCR Level	ABR Loans	Term SOFR Loans
FCCR < 1.0x	7.00%	8.00%
FCCR ≥ 1.0x	6.50%	7.50%

Default Rate: As set forth in Exhibit A to the Commitment Letter.

Final Maturity: As set forth in Exhibit A to the Commitment Letter.

Amortization: As set forth in Exhibit A to the Commitment Letter.

Mandatory Prepayments: Consistent with the Documentation Principles.

Voluntary Prepayments: Subject to the section titled "Prepayment Premium" below, consistent with the Documentation Principles.

Prepayment Premium: All voluntary prepayments of the FILO Facility, all mandatory prepayments pursuant to the Debt Sweep and all mandatory prepayments upon acceleration of the Loans

upon the occurrence of an event of default, will be subject to the premiums set forth below:

Prepayment Date	**Premium**
From and after the Closing Date and prior to the first anniversary of the Closing Date:	3.0%
From and after the first anniversary of the Closing Date and prior to the second anniversary of the Closing Date:	1.0%
From and after the second anniversary of the Closing Date and prior to the third anniversary of the Closing Date:	0.5%
Thereafter:	0%

Conditions Precedent to Closing:	As set forth in Exhibit A to the Commitment Letter.
Representations and Warranties:	As set forth in Exhibit A to the Commitment Letter.
Affirmative Covenants:	As set forth in Exhibit A to the Commitment Letter.
Negative Covenants:	As set forth in Exhibit A to the Commitment Letter.
Financial Covenant:	As set forth in Exhibit A to the Commitment Letter.
Events of Default:	As set forth in Exhibit A to the Commitment Letter.
Assignments and Participations:	As set forth in Exhibit A to the Commitment Letter.
Expenses and Indemnification:	Customary indemnification and reimbursement of expenses, subject to the occurrence of the Closing Date.
Cost and Yield Protection:	Customary cost and yield protection provisions for facilities of this type.
Governing Law and Forum:	New York.

Exhibit H

Third-Party New Money Exit Facility Credit Agreement

The Debtors have determined not to enter into the Third-Party New Money Exit Facility.

Exhibit J

Identity of the GUC Administrator

The proposed GUC Administrator is Alan Halperin. Under the Plan, the GUC Administrator means the person selected by the Creditors' Committee to act as trustee of the GUC Trust pursuant to the terms of the GUC Trust Agreement and the Plan. The identity of the GUC Administrator and its respective counsel, and the terms of the GUC Administrator's and its counsel's compensation, shall be reasonably acceptable to the Debtors and the Required Consenting BrandCo Lenders, in accordance with Article IV.R of the Plan.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit J**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

Exhibit K

PI Claims Distribution Procedures

This **Exhibit K** contains the PI Claims Distribution Procedures. Article VI.A.5 of the Plan provides that, solely in the event that Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the PI Settlement Fund shall make distributions to Holders of Allowed Talc Personal Injury Claims in accordance with the PI Claims Distribution Procedures and the Plan. The PI Claims Distribution Procedures shall be (a) developed by or at the direction of the Creditors' Committee and (b) reasonably acceptable to the Debtors and Required Consenting BrandCo Lenders.

The PI Claims Distribution Procedures are in draft form and remains subject to continuing negotiations among Debtors, the Consenting BrandCo Lenders, the Creditors' Committee, and other interested parties with respect thereto.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit K**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

REVLON TALC PERSONAL INJURY LIQUIDATING TRUST
DISTRIBUTION PROCEDURES

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REVLON TALC PERSONAL INJURY LIQUIDATING TRUST DISTRIBUTION PROCEDURES

The Trust Distribution Procedures of the Revlon Talc Personal Injury Liquidating Trust contained herein set forth procedures for resolution of Talc Personal Injury Claims, as defined in and to the extent provided in connection with the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, filed February 21, 2023 [Docket No. 1507] (as it may be amended or modified), as provided in the Revlon Talc Personal Injury Liquidating Trust Agreement.[1] The Trustee of the PI Trust shall implement and administer this TDP in consultation with the Trust Advisory Committee in accordance with the Trust Agreement.[2]

SECTION I

INTRODUCTION

1.1. Purpose. This TDP has been adopted pursuant to the Trust Agreement. The purpose of this TDP is to provide fair, equitable and substantially similar treatment for and

[1] Capitalized terms used, but not defined herein, shall have the meaning ascribed to them in the Trust Agreement or Plan, as applicable.

[2] This TDP is established solely to implement the Plan and Plan Settlement. Nothing in this TDP or any other Definitive Document is intended to be, nor shall it be construed as, an admission by the Debtors as to any Talc Claim, nor shall any Definitive Document, including this TDP, or any component thereof be admissible as evidence of, or have any *res judicata*, *collateral estoppel*, or other preclusive or precedential effect regarding, (i) any alleged asbestos contamination in any product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors or for which the Debtors otherwise have legal responsibility, or (ii) any liability of the Debtors, or the amount of any alleged liability, in respect of any personal injury actually or allegedly caused by any talc-containing allegedly asbestos-contaminated product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors or for which the Debtors otherwise have legal responsibility. Likewise, no decision of the Trustee or TAC to approve or make any distribution upon any Talc Claim shall be admissible as evidence of, or have any *res judicata*, *collateral estoppel*, or other preclusive or precedential effect regarding, liability to be imposed against Revlon, Inc., its Affiliates, or any other entity other than the PI Trust. The order of the Bankruptcy Court confirming the Plan shall constitute findings and orders with regard to the foregoing paragraph.

among each holder of a Talc Claim (a "**Claimant**") in an efficient manner. To achieve maximum fairness and efficiency, this TDP is founded on the following principles:

(a) Objective eligibility criteria;

(b) Clear and reliable proof requirements;

(c) Administrative transparency;

(d) Rigorous review processes that generate consistent outcomes regardless of the asserted amount of the Talc Claim; and

(e) Independence of the Trustee and the Trust's professionals.

SECTION II

PAYMENT OF TALC CLAIMS

2.1. Claims Liquidation Procedures. The PI Trust shall take all reasonable steps to resolve Talc Claims as efficiently and expeditiously as possible at each stage of claims processing.

2.2. Initial Distribution. The Trustee intends to make only a single distribution to all or substantially all holders of eligible Talc Claims with Final Determinations at the end of the Claims Determination Process for all eligible Talc Claims; provided, however, if the Trustee determines to proceed to a distribution on account of substantially all holders of eligible Talc Claims with Final Determinations, the Trustee shall establish adequate reserves for Talc Claims that have not yet received a Final Determination. Notwithstanding any provision in the Trust Agreement, the Plan or the Confirmation Order to the contrary, the Trustee, in the Trustee's sole discretion, may decline to make any distribution of $100 or less, due to the economic inefficiency of making a distribution of such a *de minimis* amount.

2.3. Application of Payment Percentage. At the end of the Claims Determination Process for all or substantially all holders of eligible Talc Claims with Final Determinations, the Trustee shall set a payment percentage to be applied to all Final Determinations, based on

his or her estimate of the PI Trust's assets and liabilities, if any, as well as the then-estimated value on account of all Final Determinations (the "**Payment Percentage**"). Each Claimant with a Final Determination will receive a distribution from the PI Trust equal to his or her Final Determination multiplied by the Payment Percentage, in each case in accordance with Section 2.4 hereof.

2.4. Requirement of Release. The PI Trust shall make payment of the Payment Percentage on account of a Final Determination to a Claimant (or such Claimant's counsel on account of such Claimant) only after the PI Trust has received a properly executed release from the Claimant in the form attached hereto as Schedule 1, as may be amended in accordance with Section 6.1 hereof or by order of the Bankruptcy Court.

SECTION III

RESOLUTION OF TALC CLAIMS

3.1. Effect of Statutes of Limitation and Repose. All Talc Claims must meet either (i) the applicable federal, state or foreign statute of limitation and repose that was in effect at the time of the filing of the claim in the tort system, in the case of claims first filed in the tort system against the Debtors prior to the Petition Date, or (ii) the applicable federal, state or foreign statute of limitation that was in effect at the time of the filing of a proof of claim in the Debtors' Chapter 11 Cases, in the case of claims not filed against the Debtors in the tort system prior to the Petition Date. Notwithstanding the foregoing, the relevant statute of limitation shall be deemed tolled, with respect to a Claimant, as of the earliest of: (A) the actual filing by such Claimant of the claim against the Debtors prior to the Petition Date, whether in the tort system or by submission of the claim to the Debtors pursuant to an administrative settlement agreement; (B) the date provided by an agreement or otherwise, by the Debtors and such Claimant, prior to the Petition Date for the tolling of the claim against

the Debtors, provided such tolling was still in effect on the Petition Date; or (C) the Petition Date.

If a Talc Claim meets any of the tolling provisions described in the preceding sentence and the claim was not barred by the applicable federal, state or foreign statute of limitation at the time of the tolling event, it shall be treated as a timely filed Talc Claim (i) if it was timely filed in accordance with the Bar Date Order, or (ii) upon entry of an Order of the Bankruptcy Court, following notice to interested parties including but not limited to the Trustee and the Reorganized Debtors, permitting such Talc Claim to be deemed timely filed for the purposes of this TDP.

3.2. Resolution Process. Within three (3) months after the Effective Date, the Trustee shall adopt written procedures for reviewing and liquidating Talc Claims pursuant to this TDP. Such procedures shall require Claimants to file a claim submission in form approved by the Trustee (the "**Claim Submission Form**"), together with the required supporting documentation, in accordance with the provisions of Sections 4.1 and 4.2 below, not later than a date to be determined by the Trustee in consultation with the TAC, which date shall be no less than four (4) months after the Effective Date. It is anticipated that the PI Trust shall provide an initial response to the Claimant within one hundred eighty (180) days of receiving the Claim Submission Form.

The Claim Submission Form shall require the Claimant to elect either Matrix Review in accordance with Section 3.3.1.7 or, if ineligible for Matrix Review, Individual Review in accordance with Section 3.3.3. The Claim Submission Form shall require a Claimant electing Matrix Review to assert his or her Talc Claim for the highest Mesothelioma Compensation Level ("**MCL**") for which the Talc Claim qualifies at the time of filing.

Notwithstanding a Claimant's timely filing of a Talc Claim pursuant to Section 3.1 hereof, if a Claimant does not submit a completed Claim Submission Form prior to the deadline set by the Trustee, the Claimant's claim shall be disallowed (a "**Disallowed Claim**"); provided, however, the Trustee shall have the discretion to waive any deficiency of any Claim Submission Form that the Trustee determines in his or her discretion to be appropriate for an extended Claim Submission Form deadline. For the avoidance of doubt, no more than one Talc Claim may be asserted on behalf of any IP, and the Trustee shall have the discretion to disallow any Talc Claim or portion thereof that is duplicative of another Talc Claim asserted on behalf of any IP.

3.3. Talc Claims Determination Process

3.3.1 Review Process.

3.3.1.1 In General. This TDP will govern the process by which each Talc Claim is reviewed, including determining whether a Talc Claim is eligible or ineligible for payment and, if eligible, the amount approved for payment (the "**Claims Determination Process**"). After the Trust has fully evaluated a Talc Claim, the Trust will issue a notice to the Claimant explaining the review result. If the Talc Claim has been approved and is eligible for payment, then the notice will include the specific amount that the Trust has approved (the "**Approved Claim Amount**"). If the Claimant accepts the Approved Claim Amount, it becomes the final determination of the Talc Claim (the "**Final Determination**"). If the Talc Claim is missing documents or information required for the Trust to fully evaluate the Talc Claim (a "**Deficient Claim**"), the notice will explain what is required and provide a timeline within which the Claimant may resolve the deficiencies. If the Talc Claim is ineligible for

payment from the PI Trust pursuant to this TDP, the notice will explain the reason(s) that the Talc Claim is ineligible and deemed a Disallowed Claim.

3.3.1.2 Pre-Petition Settled Claims. The Claim Submission Form shall permit Claimants to submit a Talc Claim subject to a settlement agreement with the Debtors that was fully executed on or before June 15, 2022 (respectively, a "**Pre-Petition Settled Claim**" and a "**Pre-Petition Settlement Agreement**").

3.3.1.3 A Claimant with a Pre-Petition Settled Claim may elect the Approved Claim Amount to be (i) the unpaid amount agreed to in the Pre-Petition Settlement Agreement (the "**Settlement Value**"), or alternatively, (ii) the "**TDP Matrix Value**". If the Claimant elects the Approved Claim Amount to be the TDP Matrix Value rather than the Settlement Value, the Claimant shall be bound by the MCL either (x) as identified in the Pre-Petition Settlement Agreement or, (y) if not so identified in the Pre-Petition Settlement Agreement, as asserted by the Claimant in writing in litigation or negotiations with the Debtors; provided, however, in the case of either (x) or (y) such Claimant shall be required to satisfy the Medical/Exposure Criteria set forth for Matrix Review in this TDP, including in accordance with Section 3.3.1.7 hereof. For the avoidance of doubt, for Claimants with a Pre-Petition Settled Claim electing a TDP Matrix Value, any applicable Adjustment Factors shall be applied as of the date of the Trustee's review of the Talc Claim.

3.3.1.4 A Claimant with a Pre-Petition Settled Claim that cannot demonstrate assertion of an MCL in accordance with Section 3.3.1.3 may elect either the Settlement Value or TDP Matrix Value by satisfying the Medical/Exposure Criteria for any MCL set forth in this TDP.

3.3.1.5 Notwithstanding the foregoing, a Claimant asserting a Pre-Petition Settled Claim, who is determined by the PI Trust not to have a qualifying Pre-Petition

Settled Claim, may nevertheless proceed with a Talc Claim in accordance the procedures set forth in this TDP for Talc Claims that are not Pre-Petition Settled Claims.

3.3.1.6 Matrix Review: MCLs, Scheduled Values and Medical/Exposure Criteria. Claimants with Talc Claims in connection with malignant mesothelioma diagnosis shall be eligible for Matrix Review. The Matrix Review of this TDP establishes a schedule of two talc-related "**MCLs**" for Claimants in connection with a malignant mesothelioma diagnosis of the Claimant's injured party ("**IP**"); each MCL has "**Medical/Exposure Criteria**" and "**Scheduled Values**." For the avoidance of doubt, a Talc Claim of an IP with more than extremely nominal Non-Talc Asbestos-Containing Product Exposure (as determined by the Trustee in his or her sole discretion) is not eligible for compensation from the PI Trust under this TDP and shall be deemed a Disallowed Claim.

3.3.1.7 "**Matrix Review**" shall mean the review and valuation of Talc Claims in accordance with the schedule set forth in this Section 3.3.1.7; the Scheduled Value, subject to modification for "Adjustment Factors" as set forth in Section 3.3.2, shall be the Approved Claim Amount. The two MCLs covered by this TDP, together with the Medical/Exposure Criteria and the Scheduled Values for each, are set forth below.

MCL	SCHEDULED VALUE	MAXIMUM VALUE	MEDICAL/EXPOSURE CRITERIA
Level 1	$350,000	$700,000	(1) Diagnosis of malignant mesothelioma; (2) At least three years of regular and routine Debtor Cosmetic Talc Exposure; Debtor Cosmetic Talc Exposure comprises 50-100% of Total Talc Exposure.

			(3) Subject to 75% reduction in Matrix Value for extremely nominal Non-Talc Asbestos-Containing Product Exposure.
Level 2	$50,000	$100,000	(1) Diagnosis of malignant mesothelioma; (2) At least three years of regular and routine Debtor Cosmetic Talc Exposure; Debtor Cosmetic Talc Exposure comprises less than 50% of Total Talc Exposure. (3) Subject to 75% reduction in Matrix Value for extremely nominal Non-Talc Asbestos-Containing Product Exposure.

An "**Extraordinary Claim**" shall require regular and routine Debtor Cosmetic Talc Exposure comprising 90% or more of the IP's Total Talc Exposure, and no Non-Talc Asbestos-Containing Product Exposure. Such Extraordinary Claim shall be entitled to up to two times the TDP Matrix Value for MCL 1 (for the avoidance of doubt, the TDP Matrix Value shall include the application of all Adjustment Factors, but shall not exceed the Maximum Value, provided that an Extraordinary Claim may receive a TDP Matrix Value up to two times greater than the Maximum Value for MCL 1). For the avoidance of doubt, a Talc Claim of an IP with more than extremely nominal Non-Talc Asbestos-Containing Product Exposure (as determined by the Trustee in his or her sole discretion) is not eligible for compensation from the PI Trust under this TDP and shall be deemed a Disallowed Claim.

3.3.2 Adjustment Factors to Scheduled Values.

The Trustee shall determine the Approved Claim Amount based on the determination of the Claimant's appropriate Scheduled Value pursuant to section 3.3.1.7 above and additionally Adjustment Factors. Adjustment Factors shall be with respect to the IP. Adjustment Factors shall be (i) Age Factor, (ii) Dependents Factor, and (iii) Economic Loss Factor. Adjustment Factors shall be a multiplier of the Claimant's Scheduled Value; after the multiplier(s), the Approved Claim Amount shall be the lesser of (i) the product of the Scheduled Values and Adjustment Factors and (ii) the Maximum Value.

3.3.2.1 Age Factor

The Trustee will determine the Age Factor based on the earlier of the IP's first diagnosis of talc-related malignancy and the IP's death date (the "**IP Age**"). The Trustee will assign an Age Factor in the following manner:

Age Factor	**Age**
0.5	Over 80 years old
0.75	71-80 years old
1.0	65-70 years old
1.25	46-64 years old
1.5	45 years old or under

3.3.2.2 Dependents Factor

The Trustee will determine a "**Dependents Factor**" based on the IP's dependents (including spouses, minor children, adult disabled dependent children, and dependent minor grandchildren) in the following manner:

Dependents Factor	Dependents
0.5	No dependents
0.75	No spouse, other dependents
1.0	Spouse, no other dependents
1.25	Spouse and other dependents

3.3.2.3 Economic Loss Factor

Claimants may elect (but are not required) to document economic losses related to the IP's loss of earnings, pension, social security, home services, medical expenses, and funerary expenses. Subject to review and substantiation of such documents, the Trust will assign an "**Economic Loss Factor**" in the following manner:

Economic Loss Factor	Documented Economic Loss
1.0	<$200,000
1.0 + .001 for every thousand dollars of economic loss above $200,000, up to $450,000	$200,000 - $450,000
1.25	>$450,000

3.3.3 Individual Review.

In lieu of Matrix Review and Adjustment Factors, a Claimant, either (i) by choice following rejection of the Approved Claim Amount and prior to commencing arbitration pursuant to section 3.5 hereof or (ii) due to ineligibility for Matrix Review, may elect to have an individual review (the "**Individual Review**"). Individual Review shall be mandatory for all Claimants not eligible for Matrix Review due to the absence of a

malignant mesothelioma diagnosis. For the avoidance of doubt, a Talc Claim of an IP with more than extremely nominal Non-Talc Asbestos-Containing Product Exposure (as determined by the Trustee in his or her sole discretion) is not eligible for compensation from the PI Trust under this TDP and shall be deemed a Disallowed Claim.

Prior to the commencement of Individual Review, the Trustee shall require the Claimant to provide (i) such additional medical and other evidence deemed appropriate pursuant to Section 3.4 hereof, including evidence relevant to the Adjustment Factors set forth above, which for the avoidance of doubt shall include (i) a "**Linking Report**" of a qualified expert concerning the causes of the IP's injury, and (ii) a non-refundable commencement fee of $50. In the event an Individual Review results in an Approved Claim Award and a Final Determination, the Trustee shall add $50 to the amount to be disbursed to the Claimant pursuant to Section 2.4 as a rebate of such commencement fee.

3.4. Evidentiary Requirements.

3.4.1 Evidence.

3.4.1.1 In General. All diagnoses of a talc-related malignancy, whether or not relating to asbestos contamination, shall be based upon either (i) a physical examination of the IP by the physician providing the diagnosis of the talc-related or asbestos-related disease, or (ii) a diagnosis of such malignancy by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations. All diagnoses of a malignancy shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date of first exposure to allegedly asbestos-

contaminated talc or talc-containing products and the diagnosis, or (ii) a history of the IP's exposure.[3]

3.4.1.2 Pre-Petition Claimant Submissions. If a Claimant with a Talc Claim arising from a claim that was filed against the Debtors or any other defendant in the tort system prior to the Petition Date has available a report of a diagnosing physician engaged by the Claimant or his or her counsel who conducted a physical examination of the IP as described in Section 3.4.l.1, or if the Claimant has filed such medical evidence and/or a diagnosis of the talc-related disease by a physician not engaged by the Claimant or his or her counsel who conducted a physical examination of the Claimant with another talc-related personal injury settlement trust that requires such evidence, without regard to whether the Claimant or counsel engaged the diagnosing physician, the Claimant shall provide such medical evidence to the PI Trust.

3.4.1.3 Credibility of Medical Evidence. Before making any payment to a Claimant, the PI Trust must have reasonable confidence that the medical evidence provided in support of the Talc Claim is credible and consistent with recognized medical standards. The PI Trust may require the submission of X-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence, and may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial, (ii) that is consistent with evidence submitted to the Debtors to settle for payment similar disease cases

[3] All diagnoses of mesothelioma shall be presumed to be based on findings that the disease involves a malignancy. However, the Trust may rebut such presumptions.

prior to the Debtors' bankruptcy, or (iii) that is a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the talc-related disease in question before a state or federal judge, is presumptively reliable, although the PI Trust may rebut the presumption. In addition, Claimants who otherwise meet the requirements of this TDP for a Final Determination shall be paid in accordance with this TDP regardless of the results in any litigation at any time between the Claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system, other than any findings of fact, a verdict, or a judgment, involving another defendant may be used by either the Claimant or the PI Trust in the Claims Determination Process of any Talc Claims under this TDP.

3.4.2 Exposure Evidence.

3.4.2.1 In General. As set forth in Section 3.3.3 above, to qualify for any MCL or Approved Claim Amount through Individual Review, the Claimant must demonstrate a minimum exposure to talc-containing products, or to conduct that exposed the Claimant to a talc-containing allegedly asbestos-contaminated product, for which the Debtors have liability. Any claim based on conspiracy theories that involve no exposure to a talc-containing allegedly asbestos-contaminated product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors are not compensable under this TDP. To meet the exposure requirements set forth in Section 3.3.1 above, the Claimant must show Debtor Cosmetic Talc Exposure as defined in Section 3.4.2.2 below.

3.4.2.2 Debtor Cosmetic Talc Exposure. The Claimant must demonstrate meaningful and credible evidence of (a) exposure of the IP to a talc-containing cosmetic product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors or for which the Debtors otherwise have legal responsibility, or (b)

conduct for which the Debtor has legal responsibility that exposed the IP to such talc-containing cosmetic product (in either case, "**Debtor Cosmetic Talc Exposure**"). That meaningful and credible exposure evidence may be established by an affidavit or sworn statement of the IP, by an affidavit or sworn statement of a family member in the case of a deceased or incapacitated IP (providing the PI Trust finds such evidence reasonably reliable), or by other credible evidence.

3.4.2.3 Non-Debtor Exposure. The Claimant's submission of such meaningful and credible exposure evidence shall also include the Claimant's estimation of all other exposure of the IP to talc, asbestos and asbestos-containing products known to cause the malignancy for which the IP has been diagnosed.

3.4.2.4 Non-Talc Asbestos-Containing Product Exposure. The specific exposure information required by the PI Trust to review a Talc Claim shall be set forth on the Claim Submission Form. The PI Trust can also require submission of other or additional evidence of exposure, and may seek and review evidence from additional sources, when it deems such to be necessary to assess the entirety of the IP's exposure to talc, asbestos, and related products in connection with a Talc Claim against the Debtors.

Evidence submitted by a Claimant to establish proof of Debtor Cosmetic Talc Exposure is for the sole benefit of the PI Trust, not third parties or defendants in the tort system. The PI Trust has no need for, and therefore Claimants are not required to furnish the PI Trust with evidence of, exposure to specific allegedly asbestos-contaminated talc or talc-containing products other than those for which the Debtors have legal responsibility, except to the extent such evidence is required elsewhere in this TDP. Similarly, failure to identify Debtors' products in the Claimant's underlying tort action, or to other bankruptcy trusts, does

not preclude the Claimant from having an eligible Talc Claim under this TDP, provided the Claimant satisfies the medical and exposure requirements of this TDP.

3.5. Right to Arbitration. The Trustee, with the consent of the TAC, shall develop and adopt "**ADR Procedures**," which shall provide for binding arbitration to resolve disputes concerning (a) the Approved Claim Amount or (b) whether the IP's medical condition or exposure history meets the requirements of this TDP for purposes of categorizing a claim, and shall allocate the costs of such resolution to the Claimant. The ADR Procedures may be modified by the Trust, with the consent of the TAC, and subject to the procedures and requirements for amendment of this TDP set forth in Section 6.1 hereof. Not later than one (1) month following the Trustee's issuance of an Approved Claim Amount for any Talc Claim, the Claimant may request arbitration pursuant to the ADR Procedures. The decision of the arbitrator after arbitration shall be final and any Approved Claim Amount determined by the arbitrator (which may be zero) shall be treated in accordance with Section 3.3.1.1 hereof.

In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 3.4 above. In an arbitration involving any such claim, the Trustee shall not offer into evidence or describe any model or assert that any information generated by the model has any evidentiary relevance or should be used by the arbitrator in determining the presumed correct liquidated value in the arbitration. The underlying data that was used to create the model may be relevant and may be made available to the arbitrator but only if provided to the Claimant or his or her counsel ten days prior to the arbitration proceeding. The Claimant and his or her counsel may use the data that is provided by the Trust in the arbitration and shall agree to otherwise maintain the confidentiality of such information.

SECTION IV

CLAIMS MATERIALS

4.1. Claims Materials. The Trustee shall prepare suitable and efficient "**Claims Materials**" for all Talc Claims and shall make available such Claims Materials to Talc Claimants.

4.2. Content of Claims Materials. The Claims Materials shall include a copy of this TDP, such instructions as the Trustee shall approve, and a detailed Claim Submission Form. The Claim Submission Form shall require the Claimant to either (i) assert the highest MCL for which the Talc Claim qualifies at the time of filing under Matrix Review or (ii) if ineligible for Matrix Review, request Individual Review. The Claim Submission Form shall also include a certification by the Claimant or his or her attorney sufficient to meet the requirements of Rule l l(b) of the Federal Rules of Civil Procedure, as if the completed Claim Submission Form were a filing subject to that rule.

4.3. Withdrawal of Claims. Except for (a) Talc Claims held by representatives of deceased or incompetent individuals for which court or probate approval of the PI Trust's offer is required and (b) Talc Claims subject to potential or pending dispute or entry of a binding award pursuant to Section 3.5 hereof, a Talc Claim shall be deemed to have been withdrawn and shall be deemed a Disallowed Claim if the Claimant does not accept the PI Trust's Approved Claim Amount.

4.4. Confidentiality of Claimants' Submissions. All submissions to the PI Trust by a Claimant, including the Claim Submission Form and materials related thereto, are intended by the parties to be confidential. The PI Trust will preserve the confidentiality of such Claimant submissions, and shall disclose the contents thereof only with the permission of the Claimant to such other persons as authorized by the Claimant, or in response to a valid subpoena of such materials issued by the Bankruptcy Court or any other court of competent

jurisdiction. Furthermore, the PI Trust shall provide counsel for the Claimant of the applicable Talc Claim a copy of any such subpoena upon being served. The PI Trust shall, on its own initiative, or upon request of the Claimant in question, take all necessary and appropriate steps to preserve any privileges. On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the affairs of the PI Trust by the Trustee, the Trustee shall arrange for the proper destruction of all documents and records submitted by Claimants.

SECTION V

GENERAL GUIDELINES FOR LIQUIDATING AND PAYING CLAIMS

5.1. Showing Required. To establish an eligible Talc Claim, a Claimant must meet the requirements set forth in this TDP.

5.2. Costs Considered. Notwithstanding any provisions of this TDP to the contrary, the Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid Talc Claims and other transactions costs of the PI Trust so that administration of the PI Trust is not impaired by such processes with respect to issues related to the validity of the medical evidence supporting a Talc Claim. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any Talc Claim against the PI Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be unreliable.

5.3. Third-Party Services. Nothing in this TDP shall preclude the PI Trust from contracting with another talc claims resolution organization to provide services to the PI Trust so long as decisions about the categorization and liquidated value of Talc Claims are based

on the relevant provisions of this TDP, including the MCLs, Scheduled Values and Medical/Exposure Criteria set forth above.

5.4. Punitive Damages. In no circumstance shall the Trustee assign any Talc Claim value for any punitive damages, exemplary damages, statutory enhanced damages, or attorneys' fees or costs (including statutory attorneys' fees and costs) and any Talc Claim for such amounts shall be deemed a Disallowed Claim.

SECTION VI

MISCELLANEOUS

6.1. Amendments. Except as otherwise provided in this TDP or the Trust Agreement, with the consent of the TAC, the Trustee may amend, modify, delete, or add to any provisions of this TDP (including, without limitation, amendments to conform this TDP to advances in scientific or medical knowledge or other changes in circumstances), provided that (i) permission of the Bankruptcy Court shall be required to amend the methodology for valuing Talc Claims in Matrix Review, including but not limited to the Scheduled Values, MCLs, Medical/Exposure Criteria, or Adjustment Factors; (ii) the Trustee must obtain the unanimous consent of the TAC prior to making or seeking Bankruptcy Court authority for any amendment, modification, deletion or addition to this TDP; (iii) the Trustee shall provide at least ten (10) business days' written notice to the Reorganized Debtors prior to making any amendment, modification, deletion or addition to this TDP, and shall obtain the consent of the Reorganized Debtors for any amendment, modification, deletion or addition that the Reorganized Debtors reasonably determine affects, directly or indirectly, any right, duty, immunity, interest or liability of the Reorganized Debtors; and (iv) such amendments, modifications, deletions, or additions shall not contravene the Plan or Confirmation Order.

6.2. Severability. Should any provision contained in this TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this TDP.

6.3. Governing Law. This TDP shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without regard to any choice of law rules.

6.4. Extensions of Time. Upon written request, the Trustee may in his or her discretion grant extensions of time for any time deadline or time limit identified herein to any Claimant.

SCHEDULE 1
RELEASE AND INDEMNITY AGREEMENT

REVLON TALC PERSONAL INJURY LIQUIDATING TRUST

RELEASE AND INDEMNITY AGREEMENT

NOTICE: THIS IS A BINDING DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE CONSULT YOUR ATTORNEY IN CONNECTION WITH EXECUTING THIS DOCUMENT. IF YOU DO NOT PRESENTLY HAVE AN ATTORNEY, YOU MAY WISH TO CONSIDER CONSULTING ONE.

All capitalized terms not defined herein shall have the respective meanings ascribed to them in either (i) *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1507], as the same may be amended or modified from time to time (the "Plan") filed in Bankruptcy Case No. 22-10760 (DSJ) before the United States Bankruptcy Court for the Southern District of New York, confirmed by order on [•] [Docket No. [•] (the "Confirmation Order") or (ii) the Trust Distribution Procedures of the Revlon Talc Personal Injury Liquidating Trust (the "TDP") filed as a supplement to the Plan.

WHEREAS, the undersigned, who is either the "Injured Party" or the/an "Official Representative"[4] (either being referred to herein as the "Claimant"), has filed a claim (the "Claim") with the Revlon Talc Personal Injury Liquidating Trust (the "PI Trust") pursuant to the TDP filed as part of the Plan, and such Claim asserts a Talc Personal Injury Claim arising out of exposure to talc-containing allegedly asbestos-contaminated products or conduct for which Revlon, Inc., et al (the "Debtors") are alleged to have legal responsibility; and

WHEREAS, the Claimant has agreed to settle and compromise the Injured Party's Claim for and in consideration of the allowance of the Claim by the PI Trust, at a liquidated value of $_____, on account of which the Claimant shall receive distributions pursuant to the Plan and TDP including but not limited to application of the Payment Percentage, and otherwise in accordance with the terms set forth therein and herein.

NOW, THEREFORE, the Claimant hereby agrees as follows:

1. On behalf of the Injured Party, the Injured Party's estate, the Injured Party's heirs, and/or anyone else claiming rights through the Injured Party, now and in the future, the Claimant hereby fully and finally voluntarily, intentionally, knowingly, absolutely, unconditionally, irrevocably, and fully waive, release, remit, acquit, forever discharge, and covenant not to knowingly sue or continue prosecution against the Debtors, the Reorganized Debtors, the PI Trust, the Trust Advisory Committee, and their respective settlors, trustors, trustees, directors, officers, agents, consultants, financial advisors, servants, employees, attorneys, heirs, executors (collectively the "Releasees") from and with respect to any and all

[4] The "Official Representative" is the/a person who under applicable state law or legal documentation has the authority to represent the Injured Party, the Injured Party's estate, or the Injured Party's heirs.

claims, including, but not limited to, all claims as defined in section 101(5) of the Bankruptcy Code, charges, complaints, demands, obligations, causes of action, losses, expenses, suits, awards, promises, agreements, rights to payment, right to any equitable remedy, rights of any contribution, indemnification, reimbursement, subrogation or similar rights, demands, debts, liabilities, express or implied contracts, obligations of payment or performances, rights of offset or recoupment, costs, expenses, attorneys, and other professional fees and expenses, compensation or other relief, and liabilities of any nature whatsoever whether present or future, known or unknown, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, absolute or contingent, direct or derivative and whether based on contract, tort, statutory, or any other legal or equitable theory of recovery (the "Released Claims"), arising from, relating to, resulting from or in any way connected to, in whole or in part, the Claimant's Talc Personal Injury Claim, the Releasees' duties and responsibilities under the Trust Agreement, including any agreement, document, instrument or certification contemplated by the Trust Agreement, the TDP, the Plan, the formulation, preparation, negotiation, execution or consummation of the Trust Agreement, the TDP or the Plan, and any and all other orders of any court of competent jurisdiction relating to the Releasees and/or their duties and responsibilities, from the beginning of time through the execution date of this Release and Indemnity Agreement (this "Release"). The Claimant covenants and agrees that the Claimant will honor the Release as set forth in the preceding sentence and, further, that the Claimant will not (i) knowingly institute or continue prosecution of a lawsuit or other action against any Releasee based upon, arising out of, or relating to any Released Claims released hereby, (ii) knowingly participate, assist, or cooperate in any such action, or (iii) knowingly encourage, assist and/or solicit any third party to institute any such action.

2. Without limiting the foregoing, and notwithstanding anything to the contrary herein, the Release shall not apply in favor of the PI Trust as to the Claimant's right to payment of the Claimant's allowed Talc Personal Injury Claim, solely as provided through the Plan and TDP and as set forth in paragraph 7 below.

3. The Claimant intends this Release and Indemnity Agreement to be as broad and comprehensive as possible so that the Releasees shall never be liable, directly or indirectly, to the Injured Party or the Injured Party's heirs, legal representatives, successors or assigns, or any other person or entity claiming by, through, under, or on behalf of the Injured Party, for or on account of any Released Claim, except as expressly provided herein, whether the same is now known or unknown or may now be latent or may in the future appear to develop, including all spousal claims for the Injured Party's claims. If the Claimant is an Official Representative, the Claimant represents and warrants that the Claimant has all requisite legal authority to act for, bind and accept payment on behalf of the Injured Party and all heirs of the Injured Party on account of any Released Claim and hereby agrees to indemnify and hold harmless, to the extent of payment hereunder, excluding attorney's fees and costs, the Releasees from any loss, cost, damage, or expense arising out of or in connection with the rightful claim of any other Entity to payments with respect to the Injured Party's Released Claim.

4. This Release and Indemnity Agreement is not intended to bar any cause of action, right, lien, or claim that the Claimant may have against any alleged tortfeasor other than the Releasees. It is expressly not intended to bar any cause of action, right, lien or claim

that the Claimant may have against any insurer of the Releasees or any commercial counterparties thereof engaged in the manufacturing, distribution or sale of materials alleged to have caused harm to the Claimant. The Claimant hereby expressly reserves all his or her rights against such persons or entities. This Release and Indemnity Agreement is not intended to release or discharge any Talc Personal Injury Claim or potential Talc Personal Injury Claim that the Injured Party's heirs (if any), spouse (if any), the Official Representative (if any) or the Official Representative's heirs (if any) (other than the Injured Party) may have as a result of their own exposure to allegedly asbestos-contaminated talc or talc-containing products.

5. The Claimant represents and warrants that all Valid Liens,[5] subrogation, conditional payment, and reimbursement claims relating to benefits paid to or on account of the Injured Party in connection with, or relating to, the Claim have been resolved or will be resolved from the net proceeds of the settlement payment to the Claimant under this Release and Indemnity Agreement or from other funds or proceeds to the extent permitted under applicable lien settlement agreements or under applicable law. It is further agreed and understood that no Releasee shall have any liability to the Claimant or any other person or entity in connection with such liens or conditional payment or reimbursement claims and that the Claimant will indemnify and hold the Releasees harmless from any and all such alleged liability as provided in the following sentence. The Claimant will indemnify and hold the Releasees harmless, to the extent of the amount of payment hereunder, excluding attorneys' fees and costs, from any and all liability arising from subrogation, conditional payment, indemnity, or contribution claims related to the Released Claim and from any and all compensation or medical payments due, or claimed to be due, under any applicable law, regulation, or contract related to the Released Claim.

6. It is further agreed and understood that if the Claimant has filed a civil action against the PI Trust, the Claimant shall dismiss such civil action and obtain the entry of an Order of Dismissal with Prejudice with respect to any Released Claim no later than 30 days after the date hereof.

7. The Claimant understands that the Released Claim is being resolved by the PI Trust, and a liquidated value ($_____) has been established for such Claim. The Claimant acknowledges that, pursuant to the TDP, after the liquidated value of the Claim is determined pursuant to the procedures set forth in the TDP, the Claimant ultimately shall receive a pro rata share of that value based on the PI Settlement Fund Assets available for the payment of Claims. The Claimant further acknowledges that the Claimant may receive payment in one or more distributions, subject to determination by the Trustee, as provided in the TDP.

8. The Claimant understands, represents, and warrants that this Release and Indemnity Agreement is a compromise of a disputed claim and not an admission of liability by, or on the part of, the Releasees. Neither this Release and Indemnity Agreement, the compromise and settlement evidenced hereby, nor any evidence relating thereto, will ever be admissible as evidence against the PI Trust or other Releasee in any suit, claim, or proceeding of any nature except to enforce this Release and Indemnity Agreement. However, this Release

[5] A "Valid Lien" is a lien that is permitted by applicable law and with respect to which the lien holder has taken all steps necessary under the terms of the documents creating the lien and under applicable law to perfect the lien.

and Indemnity Agreement is and may be asserted by the Releasees as an absolute and final bar to any claim or proceeding now pending or hereafter brought by or on behalf of the Injured Party with respect to the Talc Personal Injury Claim released herein, except as expressly provided in this Release and Indemnity Agreement.

9. The Claimant (a) represents that no judgment debtor has satisfied in full the PI Trust's liability with respect to the Injured Party's Talc Personal Injury Claim as the result of a judgment entered in the tort system, and (b) upon information and belief, represents that the Claimant has not entered into a release (other than this Release and Indemnity Agreement) that discharges or releases the PI Trust's liability to the Claimant with respect to the Injured Party's Talc Personal Injury Claim.

10. The Claimant represents that he or she understands that this Release and Indemnity Agreement constitutes a final and complete release of the Releasees with respect to the Injured Party's Released Claim, except as expressly provided herein. The Claimant has relied solely on his or her own knowledge and information, and the advice of his or her attorneys (if any), as to the nature, extent, and duration of the Injured Party's injuries, damages, and legal rights, as well as the alleged liability of the Releasees and the legal consequences of this Release and Indemnity Agreement, and not on any statement or representation made by or on behalf of the PI Trust or other Releasee.

11. In further consideration of the benefit of a distribution from the PI Trust on account of the Claimant's Talc Personal Injury Claim, as of the date hereof, the Claimant shall indemnify and forever hold harmless, and pay all final judgments, damages, costs, expenses, fines, penalties, interest, multipliers, or liabilities in whatsoever nature, including costs of defense and attorneys' fees of the Releasees arising from the Claimant's failure to comply with the terms of this Release and Indemnity Agreement.

12. This Release and Indemnity Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter hereof between or among any of the parties hereto, including, without limitation, any prior agreements or understandings with respect to the liquidation of the Claim.

13. This Release and Indemnity Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of DELAWARE, without giving effect to the principles of conflicts of law thereof, and shall be binding on the Injured Party and his or her heirs, legal representatives, successors and assigns.

14. TO THE EXTENT APPLICABLE, THE CLAIMANT HEREBY WAIVES ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND ANY SIMILAR LAWS OF ANY OTHER STATE. CALIFORNIA CIVIL CODE SECTION 1542 STATES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTORS.

THE CLAIMANT UNDERSTANDS AND ACKNOWLEDGES THAT BECAUSE OF THE CLAIMANT'S WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, EVEN IF THE INJURED PARTY SHOULD EVENTUALLY SUFFER ADDITIONAL DAMAGES, THE INJURED PARTY WILL NOT BE ABLE TO MAKE ANY CLAIM AGAINST THE RELEASEES FOR THOSE DAMAGES, EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE CLAIMANT ACKNOWLEDGES THAT HE OR SHE INTENDS THESE CONSEQUENCES.

15. The Claimant authorizes payment pursuant to Paragraph 7 to the Claimant or the Claimant's counsel, as agent for the Claimant, if applicable.

16. The Claimant acknowledges that the PI Trust has no obligation to pay the Claimant until the PI Trust receives the executed Release and Indemnity Agreement from the Claimant.

17. The Claimant acknowledges that the PI Trust is not providing any tax advice with respect to the receipt of any distribution on account of the Claimant's Talc Personal Injury Claim or any component thereof, and understands and agrees that the Claimant shall be solely responsible for compliance with all tax laws with respect to such distribution, to the extent applicable. The Claimant additionally hereby represents and certifies to the PI Trust that, in respect of the Claim, the Claimant has paid or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b) and/or 42 U.S.C. § 1396a(a)(25), or any related statutes, rules, regulations, or guidance, in connection with, or relating to, the Claim, including all Medicare and/or Medicaid Secondary Payer-related obligations.

CERTIFICATION

I state that I have carefully read the foregoing Release and Indemnity Agreement and know the contents thereof, and I sign the same as my own free act. I additionally certify, under penalty of perjury, that the information that has been provided to support the Claim is true according to my knowledge, information, and belief, and further that I have the authority as the Claimant to sign this Release and Indemnity Agreement.

I am: _____ the Injured Party

_____ the Official Representative of the Injured Party, the Injured Party's Estate, or the Injured Party's Heirs.

EXECUTED this ___day of _____ .20___

_____

Signature of the Claimant

Name of the Claimant: _____ SSN:__

Name of the Injured Party if different from the Claimant: _____

SSN of the Injured Party if different from the Claimant:_____

SWORN to and subscribed before me this _____ day of _____20__

_____

Notary Public

My commission expires: _____

-OR-

Signatures of two persons unrelated to the Claimant by blood or marriage who witnessed the signing of this Release and Indemnity Agreement

_____ _____

Witness Signature Witness Signature

SCHEDULE 2
DEFINITIONS

1. "Adjustment Factors" means the Adjustment Factors for Matrix Review set forth in Section 3.3.2 of the TDP.

2. "ADR Procedures" means procedures for alternative dispute resolution of certain issues as set forth in Section 3.5 of the TDP.

3. "Approved Claim Amount" means the specific amount that the PI Trust has approved following the Claims Determination Process as to any Talc Claim.

4. "Bar Date Order" means the *Order (I) Establishing Deadlines for (A) Submitting Proofs of Claim and (B) Requests for Payment Under Bankruptcy Code Section 503(b)(9), (II) Approving the Form, Manner and Notice Thereof, and (III) Granting Related Relief*, Docket No. 688.

5. "Claim Submission Form" means the claim submission in form approved by the Trustee for review and liquidation of Talc Claims as described at Section 3.2 of the TDP.

6. "Claimant" means any holder of a Talc Claim, including in their capacity as successor, or authorized representative of an IP.

7. "Claims Materials" means materials suitable and efficient for the Trustee to substantiate a Talc Claim of any Claimant with the PI Trust.

8. "Claims Determination Process" means the process by which each Talc Claim is reviewed, including determining whether a Talc Claim is eligible or ineligible for payment and, if eligible, the amount approved for payment.

9. "Debtor Cosmetic Talc Exposure" means exposure (a) to a talc-containing, allegedly asbestos-contaminated powdered cosmetic product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors or for which the Debtors otherwise have legal responsibility, or (b) to conduct for which the Debtor has legal responsibility that exposed the Claimant to a talc-containing, allegedly asbestos-contaminated powdered cosmetic product.

10. "Debtors" means Revlon, Inc. *et al.*, debtors in jointly administered chapter 11 lead case no. 22-10760-(DSJ) (Bankr. S.D.N.Y.). A complete list of debtor entities is available on the website of Revlon Inc.'s claims and noticing agent at https://cases.ra.kroll.com/Revlon.

11. "Dependents Factor" means the Adjustment Factor pertaining to the IP's spouse or other dependents, including minor children, adult disabled dependent children, and dependent minor grandchildren, as set forth in Section 3.3.2.2 of the TDP.

12. "Deficient Claim" means a Talc Claim in respect of which the Trustee has not been provided documents or information sufficient to evaluate or approve the Claim.

13. "Disallowed Claim" means a Talc Claim that has been disallowed and on account of which the Claimant shall not receive a distribution from the Trust.

14. "Economic Loss Factor" means the Adjustment Factor pertaining to the IP's economic loss related to lost earnings, pension, social security, home services, medical expenses, and funerary expenses in connection with the IP's allegedly asbestos-contaminated talc-related malignancy, as set forth in Section 3.3.2.3 of the TDP.

15. "Extraordinary Claim" means a Talc Claim arising from regular and routine Debtor Cosmetic Talc Exposure comprising 90% or more of the IP's Total Talc Exposure, and no Non-Talc Asbestos-Containing Product Exposure, entitling the holder of such Extraordinary Claim to up to two times the TDP Matrix Value for MCL 1, as set forth in Section 3.3.1.7.

16. "Final Determination" means an Approved Claim Amount that has been accepted by the Claimant.

17. "Individual Review" means the Talc Claim review process set forth in Section 3.3.3 of the TDP.

18. "IP" means the party injured by exposure to allegedly asbestos-contaminated talc in connection with any Talc Claim.

19. "IP Age" means the earlier of (i) the date of the IP's first diagnosis of allegedly asbestos-contaminated talc-related malignancy or (ii) the date of death of the IP.

20. "Linking Report" means a report by a qualified expert establishing talc exposure as the cause of the IP's alleged malignancy.

21. "Matrix Review" means the review and valuation of Talc Claims in accordance with the schedule set forth in Section 3.3.1.7.

22. "Maximum Value" means the highest permissible TDP Matrix Value for a Talc Claim as pertaining to such Talc Claim's MCL.

23. "MCL" means Mesothelioma Compensation Level; the two compensation levels for Matrix Review of Talc Claimants as set forth at Section 3.3.1.6 of the TDP.

24. "Medical/Exposure Criteria" means the medical and exposure requirements pertaining to each MCL as set forth at Sections 3.3.1.6 and 3.3.1.7 of the TDP.

25. "Mesothelioma Compensation Level" means MCL.

26. "Non-Debtor Cosmetic Talc Exposure" means exposure to talc-containing powdered cosmetic products that is not Debtor Cosmetic Talc Exposure.

27. "Non-Talc Asbestos-Containing Product Exposure" means the entirety of the IP's exposure to non-talc asbestos products.

28. "Payment Percentage" means the pro rata payment percentage to be applied to all Final Determinations, based on the Trustee's estimate of the PI Trust's assets and liabilities, if any, as well as the then-estimated value on account of all Final Determinations.

29. "PI Trust" means the Revlon Talc Personal Injury Liquidating Trust.

30. "Plan" means the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, filed February 21, 2023 [Docket No. 1507] (as it may be amended or modified).

31. "Pre-Petition Settled Claim" means a Talc Claim liquidated by a Pre-Petition Settlement Agreement.

32. "Pre-Petition Settlement Agreement" means a settlement agreement liquidating a Talc Claim that was fully executed on or before June 15, 2022.

33. "Scheduled Values" means the liquidated values of each MCL as set forth at Section 3.3.1.7 of the TDP.

34. "Settlement Value" means the liquidated amount of a Talc Claim pursuant to a Pre-Petition Settlement Agreement.

35. "TAC" means the Trust Advisory Committee of the PI Trust, as defined in the Trust Agreement.

36. "Talc Claims" means Talc Personal Injury Claims, as such term is defined in the Plan.

37. "TDP" means the Trust Distribution Procedures of the Revlon Talc Personal Injury Liquidating Trust, as may be amended, modified, or supplemented from time to time, as defined in the Trust Agreement.

38. "TDP Matrix Value" means, for any Talc Claim subject to Matrix Review, the Scheduled Value multiplied by the Adjustment Factors.

39. "Total Talc Exposure" means the entirety of the IP's exposure to talc-containing allegedly asbestos-contaminated powdered cosmetic products in connection with a Talc Claim.

40. "Trust Agreement" means the Revlon Talc Personal Injury Liquidating Trust Agreement executed in connection with the Plan.

41. "Trustee" means the trustee of the PI Trust, as defined in the Trust Agreement.

Exhibit L

PI Settlement Fund Agreement

This **Exhibit L** contains the PI Settlement Fund Agreement. Pursuant to Article IV.R of the Plan, on the Effective Date, solely in the event that Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the PI Settlement Fund shall be established in accordance with the terms of the PI Settlement Fund Agreement and the Plan. The PI Settlement Fund Agreement shall be (a) drafted by the Creditors' Committee, (b) in form and substance acceptable to the Debtors and Required Consenting 2020 B-2 Lenders, and (c) in substantially the form included in the Plan Supplement.

The PI Settlement Fund Agreement is in draft form and remains subject to continuing negotiations among Debtors, the Consenting BrandCo Lenders, the Creditors' Committee, and other interested parties with respect thereto.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit L**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

OLD REVCO TALC PERSONAL INJURY LIQUIDATING TRUST

OLD REVCO TALC PERSONAL INJURY LIQUIDATING TRUST AGREEMENT

Dated as of [ ], 2023

Pursuant to the First Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code Dated [ ], 2023

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OLD REVCO TALC PERSONAL INJURY LIQUIDATING TRUST AGREEMENT

This Old RevCo Talc Personal Injury Liquidating Trust Agreement (this "**Trust Agreement**"), dated the date set forth on the signature page hereof and effective as of the Effective Date, is entered into pursuant to the First Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code [Docket No. 1507] (as may be further amended or modified, the "**Plan**"),[1] in Case No. 22-10760 (DSJ) in the United States Bankruptcy Court for the Southern District of New York ("**Bankruptcy Court**") by [Wilmington Trust, National Association] (the "**Delaware Trustee**"), the Trustee identified on the signature pages hereof (the "**Trustee**"), and the members of the Trust Advisory Committee identified on the signature pages hereof (the "**TAC**" and, together with the Delaware Trustee and the Trustee, the "**Parties**").[2]

RECITALS

WHEREAS, the Plan contemplates the creation of the Old RevCo Talc Personal Injury Liquidating Trust (provided for and referred to in the Plan as the PI Settlement Fund) (the "**PI Trust**");

WHEREAS, the Confirmation Order has been entered by the Bankruptcy Court;

WHEREAS, pursuant to the Plan, the PI Trust is established to administer distributions to the eligible holders of Class 9(a) Talc Personal Injury Claims ("**Talc Claims**") in accordance with the Plan, the Confirmation Order and this Trust Agreement;

[1] All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Bankruptcy Rules, and such definitions are incorporated herein by reference.

[2] The initial Trustee shall be David J. Gordon. The initial members of the TAC shall be Maura Kolb, Chris McKean, and Aleksandra Sikorska.

WHEREAS, the Trustee shall administer the PI Trust in accordance with the terms of the Plan, this Trust Agreement and the PI Claims Trust Distribution Procedures (the "**TDP**"), attached hereto as **Exhibit 1**; and

WHEREAS, pursuant to the Plan, the PI Trust is intended to qualify as a "qualified settlement fund" (a "**Qualified Settlement Fund**") within the meaning of Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code ("**IRC**") (the "**QSF Regulations**"). For the avoidance of doubt, the PI Trust is not intended to constitute either (i) a "Section 524(g) trust" within the meaning of the Bankruptcy Code, or (ii) a "grantor trust" within the meaning of Section 1.671- 4(a) of the Treasury Regulations.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

AGREEMENT OF TRUST

1.1 **Creation and Name.** There is hereby created a trust known as the "Old RevCo Talc Personal Injury Liquidating Trust." The Trustee of the PI Trust may transact the business and affairs of the PI Trust in the name of the PI Trust, and references herein to the PI Trust shall include the Trustee acting on behalf of the PI Trust. It is the intention of the Parties that the PI Trust constitutes a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. Section 3801 *et seq.* (the "**Act**") and that this Trust Agreement constitute the governing instrument of the PI Trust. The Trustee and the Delaware Trustee are hereby authorized and directed to execute and

file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as **Exhibit 2**.

1.2 **Purposes**. The purposes of the PI Trust are to

(a) receive the Talc Personal Injury Settlement Distribution (the "**Settlement Consideration**") pursuant to the terms of the Plan and the Confirmation Order;

(b) hold, manage, protect and invest the Settlement Consideration, together with any income or gain earned thereon and proceeds derived therefrom (collectively, the "**Trust Assets**") in accordance with the terms of the Plan, the Confirmation Order, this Trust Agreement and the TDP (the "**Governing Documents**") for the benefit of the Beneficial Owners (as defined herein);

(c) administer, process and resolve Talc Claims pursuant to the TDP;

(d) qualify at all times as a Qualified Settlement Fund within the meaning of QSF Regulations;

(e) engage in any lawful activity that is appropriate and in furtherance of the purposes of the PI Trust to the extent consistent with the Plan, the Confirmation Order and this Trust Agreement; and

(f) make distributions of Trust Assets to eligible holders of Talc Claims in accordance with and subject to the terms of this Trust Agreement, the Plan and the TDP with the objective of treating all eligible holders of Talc Claims fairly, equitably, and reasonably in light of the Trust Assets available to resolve such Talc Claims.

1.3 **Transfer of Assets.** Pursuant to, and in accordance with Article IV.R of the Plan, the PI Trust has received the Settlement Consideration to fund the PI Trust. The Settlement Consideration and any other assets to be transferred to the PI Trust under the Plan will be transferred to the PI Trust free and clear of any liens or other claims by the Debtors, the Reorganized Debtors, any creditor, or other entity. For the avoidance of doubt, the Settlement Consideration transferred to fund the PI Trust shall not include the Retained Preference Actions, provided, however, that the Settlement Consideration shall include an interest in the Retained Preference Action Net Proceeds, as a result of which the PI Trust shall receive a transfer of assets arising in respect of such Retained Preference Action Net Proceeds, if any, in accordance with the terms of the Plan.

1.4 **Acceptance of Assets and Assumption of Liabilities.**

(a) In furtherance of the purposes of the PI Trust, the PI Trust hereby expressly accepts the transfer to the PI Trust of the Settlement Consideration and any other transfers by the GUC Trust from the GUC Trust/PI Fund Operating Reserve contemplated by the Plan in the time and manner as, and subject to the terms, contemplated in the Plan.

(b) In furtherance of the purposes of the PI Trust, except as otherwise provided in this Trust Agreement and the TDP, the PI Trust shall have and retain any and all rights and defenses the Debtors had with respect to any Talc Claim [immediately before the Effective Date to the extent necessary to administer such Claims in accordance with this Trust Agreement, the TDP and the Plan.]

(c) Notwithstanding anything to the contrary herein, no provision herein or in the TDP shall be construed or implemented in a manner that would cause the PI Trust to fail to qualify as a Qualified Settlement Fund under the QSF Regulations.

(d) In this Trust Agreement and the TDP, the words "must," "will," and "shall" are intended to have the same mandatory force and effect, while the word "may" is intended to be permissive rather than mandatory.

(e) To the extent required by the Act, the beneficial owners (within the meaning of the Act) of the PI Trust (the "**Beneficial Owners**") shall be deemed to be the holders of Talc Claims; provided that (i) the holders of Talc Claims, as such Beneficial Owners, shall have only such rights with respect to the PI Trust and its assets as are set forth in the TDP and (ii) no greater or other rights, including upon dissolution, liquidation, or winding up of the PI Trust, shall be deemed to apply to the holders of Talc Claims in their capacity as Beneficial Owners.

1.5 **Jurisdiction**. The Bankruptcy Court shall have continuing jurisdiction over the PI Trust, provided, however, that the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over the PI Trust.

ARTICLE II

POWERS AND TRUST ADMINISTRATION

2.1 **Powers.**

(a) The Trustee is and shall act as a fiduciary to the PI Trust in accordance with the provisions of this Trust Agreement, the Plan and the Confirmation Order. The Trustee shall, at all times, administer the PI Trust in accordance with the purposes set forth in Section 1.2 above

and the Plan. Subject to the limitations set forth in this Trust Agreement and the Plan, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the PI Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 2.2, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or as otherwise specified herein or in the Plan or the Confirmation Order, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below or by the Plan, the Trustee shall have the power to:

(i) receive and hold the Settlement Consideration and exercise all rights with respect thereto;

(ii) invest the monies held from time to time by the PI Trust in accordance with the Investment Guidelines pursuant to Section 3.2 below;

(iii) obtain payment of expenses and other obligations of the PI Trust, from the GUC Trust/PI Fund Operating Reserve as set forth in the Plan and this Trust Agreement;

(iv) establish such funds, reserves, and accounts within the PI Trust, as the Trustee deems useful in carrying out the purposes of the PI Trust;

(v) participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding, as required to reconcile, administer, or defend against the Talc Claims;

(vi) establish, supervise, and administer the PI Trust and the TDP, and make distributions to all eligible holders of Talc Claims pursuant to the terms of this Trust Agreement, the Plan and the TDP;

(vii) appoint such officers and retain such employees, consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the PI Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(viii) obtain payment from the GUC Trust/PI Fund Operating Reserve for the reasonable compensation to any of the PI Trust's employees, consultants, advisors, independent contractors, experts, and agents for legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the PI Trust requires;

(ix) obtain payment from the GUC Trust/PI Fund Operating Reserve to compensate the Trustee, the Delaware Trustee, and their employees, consultants, advisors, independent contractors, experts and agents, and reimburse the Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(x) record all expenses (including taxes) incurred by the PI Trust on the books and records (and report on all applicable tax returns) as expenses of the PI Trust; provided however that, the PI Trust shall periodically provide all invoices or other documentation with respect to such expenses to the GUC Administrator and the GUC Administrator shall timely remit to the PI Trust such amounts solely from the GUC Trust/PI Fund Operating Reserve so as to enable the PI Trust to timely pay such expenses;

(xi) enter into such other arrangements with third parties as the Trustee deems useful in carrying out the purposes of the PI Trust, provided such arrangements do not conflict with any other provision of this Trust Agreement or the Plan;

(xii) in accordance with Section 4.4 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 4.4 below), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and/or insure its directors, trustees, officers, employees, consultants, advisors, agents, and representatives. No party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which he or she is liable under Section 4.4 below;

(xiii) obtain the consent of the TAC with respect to the matters set forth in Section 2.2(e) below; and

(xiv) exercise any and all other rights, and take any and all other actions as are permitted, of the Trustee in accordance with the terms of this Trust Agreement and the Plan.

(d) The Trustee shall not have the power to guarantee any debt of other persons.

(e) The Trustee shall endeavor to make timely distributions and not unduly prolong the duration of the PI Trust.

2.2 **General Administration.**

(a) The Trustee shall act in accordance with the Governing Documents and shall implement the TDP in accordance with its terms. In the event of a conflict between the terms of this Trust Agreement and the TDP, the terms of this Trust Agreement shall control. In the event of a conflict between the terms or provisions of the (i) Plan, (ii) this Trust Agreement or (iii) the TDP, the terms of the Plan shall have first priority, followed in priority by the Trust Agreement, and lastly by the TDP. For the avoidance of doubt, this Trust Agreement shall be construed and implemented in accordance with the Plan, regardless of whether any provision herein explicitly references the Plan.

(b) The Trustee shall (i) timely file such income tax and other returns and statements required to be filed and shall cause to be paid timely from the GUC Trust/PI Fund Operating Reserve all taxes required to be paid by the PI Trust, (ii) comply with all applicable reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of the PI Trust as a Qualified Settlement Fund within the meaning of the QSF Regulations, (iv) take no action that could cause the PI Trust to fail to qualify as a Qualified Settlement Fund within the meaning of the QSF Regulations, and (v) be treated as the "administrator" of the PI Trust within the meaning under Section 1.468B-2(k)(3) of the Treasury Regulations.

(c) The Trustee shall timely account to the Bankruptcy Court as follows:

(i) The Trustee shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event no later than one hundred and twenty (120) days following the end of each fiscal year, an annual report (the "**Annual Report"**) containing special-purpose financial statements of the PI Trust (including, without limitation, a special-purpose statement of assets, liabilities and net claimants' equity, a special-purpose statement of changes in net claimants' equity and a special-purpose statement of cash flows). The Trustee shall not be required to obtain an audit of the Annual Report by a firm of independent certified public accountants. The Trustee shall provide a copy of such Annual Report to the Reorganized Debtors and the TAC when such report is filed with the Bankruptcy Court.

(ii) Simultaneously with the filing of the Annual Report, the Trustee shall cause to be prepared and filed with the Bankruptcy Court a report containing a summary regarding the number and type of Talc Claims resolved during the period covered by the Annual Report (the "**Claims Report**"). The Trustee shall provide a copy of such Claims Report to the Reorganized Debtors and the TAC when such report is filed with the Bankruptcy Court.

(d) The Trustee shall consult with the TAC on the matters set forth in the TDP.

(e) The Trustee shall be required to obtain the consent of the TAC, pursuant to the consent process set forth in Section 5.7 below:

(i) to change the form of Acceptance and Release under the TDP;

(ii) to commence and/or participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding;

(iii) to modify the compensation of the Trustee;

(iv) to acquire an interest in and/or merge with and/or contract with another settlement trust; or

(v) to effectuate any material amendment of this Trust Agreement, or any amendment of the TDP, which in each case shall be in accordance with Section 6.3; provided that no such amendment shall be in contravention of the Plan.

(f) The Trustee shall be required to obtain the consent of the Reorganized Debtors, which shall not be unreasonably withheld or delayed:

(i) [absent further order of the Bankruptcy Court, to commence and/or participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding, with the exception of (i) any proceeding brought against the PI Trust by any entity; (ii) any motion or proceeding in the Chapter 11 Cases relating to or in connection with Talc Claims; or (iii) any proceeding to enforce the rights of the PI Trust under or relating to the Plan, Definitive Documents, and/or this Trust Agreement;]

(ii) to materially modify the compensation of the Trustee;

(iii) to acquire an interest in and/or merge with and/or contract with another settlement trust; or

(iv) to make any amendment or modification of this Trust Agreement, or Exhibit hereto, or TDP, or Schedule thereto, that directly or indirectly affects the rights, duties, immunities, interests or liabilities of the Reorganized Debtors, which in each case shall be in

accordance with Section 6.3; provided that no such amendment shall be in contravention of the Plan.

(g) The Trustee shall meet with the TAC no less often than quarterly. The Trustee shall meet in the interim with the TAC when so requested by two or more members of the TAC. Meetings may be held in person, by telephone or video conference, or by a combination of the foregoing.

(h) All Trust Assets shall be part of the PI Trust or otherwise shall be segregated from any assets of Revlon, Inc. (or any persons related to Revlon, Inc. within the meaning of Section 1.468B-1(d)(2) of the Treasury Regulations).

2.3 **Medicare Reporting Obligations.**

(a) The PI Trust shall register as a Responsible Reporting Entity **("RRE")** under the reporting provisions of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110-173) (**"MMSEA"**).

(b) The PI Trust shall timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the PI Trust or with respect to contributions to the PI Trust. The PI Trust, in its role as an RRE, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, "**CMS**") to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

ARTICLE III

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 **Accounts.**

(a) The Trustee shall maintain one or more accounts (the "**Trust Accounts**") on behalf of the PI Trust with one or more financial depository institutions (each a "**Financial Institution**"). Candidates for the positions of Financial Institution shall fully disclose to the Trustee any interest in or relationship with the Reorganized Debtors or their affiliated persons. Any such interest or relationship shall not be an automatic disqualification for the position, but the Trustee shall take any such interest or relationship into account in selecting a Financial Institution.

(b) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time, and such successor shall be subject to the considerations set forth in Section 3.1(a).

(c) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for distributions to the Beneficial Owners and the payment of PI Trust operating expenses and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the "**Trust Subaccounts**"). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and are not intended to be subject to separate entity tax treatment as a "disputed claims reserve" or a "disputed ownership fund" within the meaning of the IRC or Treasury Regulations.

3.2 **Investment Guidelines.**

(a) The Trustee may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as **Exhibit 3** (the "**Investment Guidelines**").

(b) In the event the PI Trust holds any non-liquid assets, the Trustee shall own, protect, oversee, and monetize such non-liquid assets in accordance with the Governing Documents. This Section 3.2(b) is intended to modify the application to the PI Trust of the "prudent person" rule, "prudent investor" rule and any other rule of law that would require the Trustee to diversify the Trust Assets.

(c) Cash proceeds received by the PI Trust in connection with its monetization of the non-liquid Trust Assets shall be invested in accordance with the Investment Guidelines until needed for the purposes of the PI Trust as set forth in Section 1.2 above.

3.3 **Payment of Operating Expenses**

All operating expenses of the PI Trust shall be paid by the PI Trust solely from, and after receipt of funds from, the GUC Trust/PI Fund Operating Reserve as provided in the Plan. The PI Trust shall periodically provide all invoices or other documentation with respect to such expenses to the GUC Administrator and the GUC Administrator shall timely remit to the PI Trust such amounts solely from the GUC Trust/PI Fund Operating Reserve so as to enable the PI Trust to timely pay such expenses. None of the Trustee, Delaware Trustee, the TAC, the Beneficial Owners nor any of their officers, agents, advisors, professionals or employees shall be personally liable for the payment of any operating expense or other liability of the PI Trust. Except as expressly set forth in the Plan, none of the Debtors or Reorganized Debtors, nor any of their officers, agents,

advisors, professionals or employees shall be liable for the payment of any operating expense or other liability of the PI Trust, the Trustee or the TAC.

3.4 **Payment of Talc Claims.**

The Trustee will make distributions to the Beneficial Owners in a fair, consistent and equitable manner in accordance with this Trust Agreement, the TDP, the Plan and the Confirmation Order. All payments with respect to Talc Claims shall be made by the PI Trust solely out of the Trust Assets. If the Trustee determines immediately prior to the Dissolution Date, in his or her discretion, that all Talc Claims have been paid in full, or that making further payments with respect to Talc Claims is not cost-effective with respect to the final amounts to be paid to Beneficial Owners, and that adequate provision has been made for all final obligations of the PI Trust, the Trustee shall have the authority to direct the remaining Trust Assets to a tax-exempt organization benefiting mesothelioma victims, as selected by the Trustee in his or her discretion.

ARTICLE IV

TRUSTEE; DELAWARE TRUSTEE

4.1 **Number**. In addition to the Delaware Trustee appointed pursuant to Section 4.9, there shall be one (1) Trustee who shall be the person named on the signature pages hereof.

4.2 **Term of Service.**

(a) The Trustee shall serve from the Effective Date until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) below, (iii) his or her removal pursuant to Section 4.2(c) below, or (iv) the termination of the PI Trust pursuant to Section 6.2 below.

(b) The Trustee may resign at any time upon written notice to the Reorganized Debtors and the TAC with such notice filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by the unanimous consent of the TAC in the event the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided the Trustee has received reasonable notice and an opportunity to be heard. Other good cause shall mean fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the PI Trust, or a consistent pattern of neglect and failure to perform or participate in performing the duties of Trustee hereunder. For the avoidance of doubt, any removal of a Trustee by the TAC pursuant to this Section 4.2(c) shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

(d) In the event of any vacancy in the office of the Trustee, including the death, resignation or removal of any Trustee, such vacancy shall be filled by the unanimous consent of the TAC, subject to the approval of the Bankruptcy Court. In the event the TAC cannot agree on a successor Trustee, the provisions of Section 6.12 below shall apply.

(e) Immediately upon the appointment of any successor Trustee pursuant to Section 4.2(d) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in and undertaken by the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No predecessor Trustee shall be liable personally for any act or omission of his or her

successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(f) Each successor Trustee shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) above, (iii) his or her removal pursuant to Section 4.2(c) above, and (iv) the termination of the PI Trust pursuant to Section 6.2 below.

4.3 **Compensation and Expenses of the Trustee.**

(a) The Trustee shall receive compensation for his or her services as Trustee on matters related to the operation of the Trust in the amount of $600 per hour, plus an annual stipend of $25,000 (pro-rated for partial years), which shall be paid in equal quarterly instalments. The compensation payable to the Trustee hereunder shall be reviewed every year by the TAC and may be appropriately adjusted for changes in the cost of living.

(b) The PI Trust will promptly reimburse the Trustee for all reasonable and documented out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his or her duties hereunder.

(c) The PI Trust shall include in the Annual Report a description of the amounts paid under this Section 4.3. The PI Trust shall provide quarterly reports to the Reorganized Debtors for a description of the amounts paid under this Section 4.3

4.4 **Standard of Care; Exculpation.**

(a) As used herein, the term "**Trust Indemnified Party**" shall mean each of (i) the Trustee, (ii) the Delaware Trustee, (iii) the TAC and its members, and (iv) the officers, employees, consultants, advisors, and agents of each of the PI Trust, the Trustee, and the TAC**.**

(b) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted in their capacities as Trust Indemnified Parties, or on behalf of the PI Trust, except those acts found by a final order of a court of competent jurisdiction ("**Final Order**") to be arising out of their willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the PI Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the PI Trust.

(c) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the PI Trust or the Beneficial Owners, it is hereby understood and agreed by the Parties that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties; provided, however, that with respect to the Trust Indemnified Parties other than the Delaware

Trustee the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 4.4 and its subparts.

(d) The PI Trust will maintain appropriate insurance coverage for the protection of the Trust Indemnified Parties, as determined by the Trustee in his or her discretion.

4.5 **Protective Provisions.**

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 4.5.

(b) In the event the Trustee retains counsel (including at the expense of the PI Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. A successor Trustee shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Party or other person may raise any exception to the attorney-client privilege described herein as any such exceptions are hereby waived by all Parties.

(c) No Trust Indemnified Party shall be personally liable under any circumstances, except for his or her own willful misconduct, bad faith, gross negligence or fraud as determined by a Final Order.

(d) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties and powers hereunder.

(e) In the exercise or administration of the Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

4.6 **Indemnification.**

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses (including attorneys' fees and costs but excluding taxes in the nature of income taxes imposed on compensation paid to the Trust Indemnified Parties) in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the PI Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith,

gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the PI Trust.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by the PI Trust shall be paid by the PI Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by Final Order that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the PI Trust.

(c) The Trustee is authorized, but not required, to purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include insurance with respect to liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person

seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

4.7 **Trustee Independence.** The Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as an officer or as any other professional for the Reorganized Debtors. The Trustee shall not act as an attorney, agent, or other professional for any person who holds a Talc Claim. For the avoidance of doubt, this Section 4.7 shall not be applicable to the Delaware Trustee.

4.8 **No Bond.** Neither the Trustee nor the Delaware Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.9 **Delaware Trustee.**

(a) There shall at all times be a Delaware Trustee to serve in accordance with the requirements of the Act. The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee, and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible to serve as Delaware Trustee in accordance with the provisions of this Section 4.9, it shall resign immediately in the manner and with the effect hereinafter specified in Section 4.9(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties and

obligations as expressly provided by reference to the Delaware Trustee hereunder. The Trustee shall have no liability for the acts or omissions of any Delaware Trustee.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Trustee set forth herein. The Delaware Trustee shall be a trustee of the PI Trust for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of the Act and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to accepting legal process served on the PI Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the PI Trust or the Beneficial Owners, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of any Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its willful misconduct, bad faith, gross negligence or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustee or any other person pursuant to the provisions of this Trust Agreement unless the Trustee or such other person shall have offered to the Delaware Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the

costs, expenses and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Trustee. The Delaware Trustee may, at the expense of the PI Trust, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of Section 4.9(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section 4.9(d) below; provided further that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Trustee. If the Trustee does not act within such sixty (60) day period, the Delaware Trustee, at the expense of the PI Trust, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the

Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Trustee, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the PI Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the PI Trust and the Delaware Trustee, which compensation shall be paid by the PI Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Trust Agreement. The terms of this paragraph shall survive termination of this Trust Agreement and/or the earlier resignation or removal of the Delaware Trustee.

(g) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the PI Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of any Trust Asset, written instructions, or any other documents in connection therewith, and will not be regarded as making, nor be required to make, any representations thereto.

(h) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or

governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

ARTICLE V

TRUST ADVISORY COMMITTEE

5.1 **Members.** The TAC shall consist of three (3) members. To the extent that a member of the TAC elects to resign from the TAC in accordance with Section 5.3(b) below or is removed pursuant to Section 5.3(c) below, a successor shall be appointed pursuant to Section 5.4(a).

5.2 **Duties.** The members of the TAC shall serve in a fiduciary capacity, representing the interests of all holders of Talc Claims. The TAC shall have no fiduciary obligations or duties to any party other than the holders of Talc Claims. The Trustee must obtain the consent of the TAC on matters identified in Section 2.2(e) above. Where provided in the TDP, certain other actions by the Trustee are also subject to the consent of the TAC. Except for the duties and obligations expressed in this Trust Agreement and the TDP, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the TAC. To the extent that, at law or in equity, the TAC has duties (including fiduciary duties) and liabilities relating thereto to the PI Trust, the other Parties hereto or any Beneficial Owner of the PI Trust, it is hereby

understood and agreed by the other Parties hereto that such duties and liabilities are replaced by the duties and liabilities of the TAC expressly set forth in the Governing Documents.

5.3 **Term of Office.**

(a) Each member of the TAC shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.3(b) below, (iii) his or her removal pursuant to Section 5.3(c) below, or (iv) the termination of the PI Trust pursuant to Section 6.2 below.

(b) A member of the TAC may resign at any time by written notice to the other member of the TAC and the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than thirty (30) days after the date such notice is given, where practicable.

(c) A member of the TAC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal may be made by the recommendation of the remaining member of the TAC with the approval of the Trustee.

5.4 **Appointment of Successors.**

(a) If a member of the TAC dies, resigns pursuant to Section 5.3(b) above, or is removed pursuant to Section 5.3(c) above, the vacancy shall be filled with an individual selected by the remaining TAC members with the approval of the Trustee, provided however, that if the remaining TAC members and the Trustee cannot agree on the successor the matter shall be resolved pursuant to Section 6.12 below.

(b) Each successor TAC member shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.3(b) above, (iii) his or her removal pursuant to Section 5.3(c) above, or (iv) the termination of the PI Trust pursuant to Section 6.2 below.

(c) No successor TAC member shall be liable personally for any act or omission of his or her predecessor TAC member. No successor TAC member shall have any duty to investigate the acts or omissions of his or her predecessor TAC member.

5.5 **Compensation and Expenses of the TAC.** The members of the TAC shall not receive compensation from the PI Trust for their services as TAC members but shall be reimbursed for all reasonable out-of-pocket costs or expenses incurred in connection with the performance of such member's duties hereunder. A description of the amounts paid under this Section 5.5 shall be included in the Annual Report and shall be included in quarterly reports provided to the Reorganized Debtors.

5.6 **No Bond.** The members of the TAC shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

5.7 **Procedures for Obtaining Consent of the TAC**

(a) Where the Trustee is required to obtain the consent of the TAC pursuant to Section 2.2(e) above, the TDP or otherwise, the Trustee shall provide the TAC with a written notice stating that its consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the TAC as much relevant information concerning the proposed action as is reasonably practicable under the circumstances. The Trustee shall also provide the TAC with reasonable access to the professionals or experts

retained by the PI Trust and its staff (if any) as the TAC may reasonably request during the time that the Trustee is considering such action, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee. In instances also requiring consent of the Reorganized Debtors, whose consent shall not be unreasonably denied or delayed, such notices and information provided to the TAC shall also be provided to the Reorganized Debtors.

(b) The TAC must consider in good faith and in a timely fashion any request for its consent by the Trustee and must in any event advise the Trustee in writing of its consent or objection to the proposed action within five (5) business days of receiving the original request for consent from the Trustee. The TAC may not withhold its consent unreasonably. If the TAC decides to withhold consent, it must explain in detail its objections to the proposed action. If the TAC does not advise the Trustee in writing of its consent or objections to the proposed action within five (5) days of receiving notice regarding such request, then consent of the TAC to the proposed action shall be deemed to have been affirmatively granted.

(c) If, after following the procedures specified in Section 5.7, the TAC continues to object to the proposed action and to withhold its consent to the proposed action, the Trustee and the TAC shall resolve their dispute pursuant to Section 6.12. The TAC shall bear the burden of proving that it reasonably withheld its consent. If the TAC meets that burden, the PI Trust shall then bear the burden of showing why it should be permitted to take the proposed action notwithstanding the TAC's reasonable objection.

(d) Action by the TAC shall require the affirmative vote of the majority of the TAC members then in office.

ARTICLE VI

GENERAL PROVISIONS

6.1 **Irrevocability**. To the fullest extent permitted by applicable law, the PI Trust is irrevocable.

6.2 **Term; Termination.**

(a) The term for which the PI Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of this Section 6.2.

(b) The PI Trust shall automatically dissolve as soon as practicable but no later than ninety (90) days after the date on which the Bankruptcy Court approves the dissolution upon the satisfaction of the purposes of the PI Trust, wherein (i) all reasonably expected assets have been collected, (ii) all payments with respect to Talc Claims under Section 3.4 above have been made, (iii) necessary arrangements and reserves have been made to discharge all anticipated remaining obligations and operating expenses in a manner consistent with Governing Documents, and (iv) a final accounting has been filed and approved by the Bankruptcy Court (the "**Dissolution Date**").

(c) On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the affairs of the PI Trust by the Trustee and payment of all of the PI Trust's liabilities have been provided for as required by applicable law including Section 3808 of the Act, all monies remaining in the PI Trust shall be distributed or disbursed in accordance with Section 3.4.

(d) Following the dissolution and distribution of the assets of the PI Trust, the PI Trust shall terminate, and the Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the PI Trust to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the PI Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. A certified copy of the Certificate of Cancellation shall be given to the Delaware Trustee for its records promptly following such filing.

6.3 **Amendments**. Any amendment to or modification of this Trust Agreement may be made in writing and only pursuant to an order of the Bankruptcy Court; provided, however, the Trustee may amend this Trust Agreement with the unanimous consent of the TAC from time to time without the consent, approval or other authorization of, but with notice to, the Bankruptcy Court, to make: (i) minor modifications or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement; (ii) amendments permitted pursuant to Section 6.1 of the TDP, or (iii) modifications to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any federal, state or foreign governmental entity. Notwithstanding the foregoing, the TDP may be amended in writing by the Trustee with the consent of the TAC without an order of the Bankruptcy Court, provided, however, the amended TDP shall be filed with the Bankruptcy Court within thirty (30) days following the effective date of such amended TDP. Notwithstanding the foregoing, (i) no amendment or modification of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order, other than, with the Reorganized Debtors' consent, to make minor modifications or clarifying amendments as necessary to enable the Trustee to effectuate the provisions of this Trust Agreement; (ii) neither

this Trust Agreement, the TDP, nor any Exhibit to this Trust Agreement or the TDP shall be modified or amended in any way that could jeopardize, impair, or modify the PI Trust's Qualified Settlement Fund status under the QSF Regulations; and (iii) any amendment or modification of this Trust Agreement, or Exhibit hereto, or the TDP, or Schedule thereto, affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent. The Trustee shall provide at least ten (10) business days' written notice to the Reorganized Debtors prior to making any amendment or modification to the Trust Agreement or any Exhibit thereto, or the TDP or any Schedule thereto, and if the Reorganized Debtors reasonably and in good faith advise the Trustee in writing that the proposed amendment or modification affects, directly or indirectly, any right, duty, immunity, interest or liability of the Reorganized Debtors, then the Reorganized Debtors' consent (which shall not be unreasonably denied or delayed) shall be required for such proposed amendment or modification. Any dispute between the Trustee and the Reorganized Debtors with respect to this Section 6.3 shall be resolved by the Bankruptcy Court.

6.4 **Severability**. Should any provision in this Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement.

6.5 **Notices.**

(a) Notices to persons asserting Talc Claims shall be given in accordance with such person's claims form submitted to the PI Trust with respect to his or her Talc Claim.

(b) Any notices or other communications required or permitted hereunder to the following Parties shall be in writing and delivered to the addresses or e-mail addresses

designated below, or to such other addresses or e-mail addresses as may hereafter be furnished in writing to each of the other Parties listed below in compliance with the terms hereof.

To the PI Trust

[_____]

With a copy to:

[_____]

To the Delaware Trustee;

[_____]

With a copy to:

[_____]

To the TAC:

[_____]

With a copy to:

[_____]

To the Reorganized Debtors:

[_____]

With a copy to:

[_____]

(c) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses.

6.6 **Successors and Assigns**. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Reorganized Debtors (which shall be a third-party beneficiary hereof), the PI Trust, the TAC, the Trustee, and their respective successors and assigns, except that

neither the PI Trust, the TAC, nor the Trustee, may assign or otherwise transfer any of their rights or obligations, if any, under this Trust Agreement except in the case of the Trustee in accordance with Section 4.2(d) above, and in the case of the TAC members in accordance with Section 5.4(b) above.

6.7 **Limitation on Talc Claims Interests for Securities Laws Purposes**. Talc Claims, and any interests therein, (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will, under the laws of descent and distribution or otherwise by operation of law; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest.

6.8 **Exemption from Registration**. The Parties hereto intend that the interests of the Beneficial Owners under this Trust Agreement shall not be "securities" under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute "securities," the Parties hereto intend that the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the beneficial interests in the PI Trust will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

6.9 **Entire Agreement; No Waiver**. The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein (including the TDP), and in the documents referred to herein (including the Plan), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to

exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

6.10 **Headings.** The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

6.11 **Governing Law**. The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by the laws of the State of Delaware, and the rights of all Parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the Parties hereto intend that the provisions hereof shall control and there shall not be applicable to the PI Trust, the Trustee, the Delaware Trustee, the TAC, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of Trustee accounts or schedules of Trustee fees and charges; (b) affirmative requirements to post bonds for the Trustee, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to the Trustee, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust

assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of the Trustee or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee, the Delaware Trustee, or the TAC, set forth or referenced in this Trust Agreement. Section 3540 of the Act shall not apply to the PI Trust.

6.12 **Dispute Resolution**.

(a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 6.12 shall be the exclusive mechanism to resolve any dispute arising under or with respect to this Trust Agreement. For the avoidance of doubt, this Section 6.12 shall not apply to the Reorganized Debtors or any dispute with respect to the resolution of Talc Claims which shall be governed exclusively by the TDP.

(b) **Informal Dispute Resolution**. Any dispute under this Trust Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when a disputing party sends to the counterparty or counterparties a written notice of dispute ("**Notice of Dispute**"). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the Notice of Dispute is received by the counterparty or counterparties, unless that period is modified by written agreement of the disputing party and counterparty or counterparties. If the disputing party and the counterparty or counterparties cannot resolve the dispute by informal negotiations, then the disputing party may invoke the formal dispute resolution procedures as set forth below.

(c) **Formal Dispute Resolution**. The disputing party shall invoke formal dispute resolution procedures, within the time period provided in the preceding subparagraph, by

serving on the counterparty or counterparties a written statement of position regarding the matter in dispute ("**Statement of Position**"). The Statement of Position shall include, but need not be limited to, any factual data, analysis or opinion supporting the disputing party's position and any supporting documentation and legal authorities relied upon by the disputing party. Each counterparty shall serve its Statement of Position within thirty (30) days of receipt of the disputing party's Statement of Position, which shall also include, but need not be limited to, any factual data, analysis or opinion supporting the counterparty's position and any supporting documentation and legal authorities relied upon by the counterparty. If the disputing party and the counterparty or counterparties are unable to consensually resolve the dispute within thirty (30) days after the last of all counterparties have served its Statement of Position on the disputing party, the disputing party may file with the Bankruptcy Court a motion for judicial review of the dispute in accordance with Section 6.12(d).

(d) **Judicial Review**. The disputing party may seek judicial review of the dispute by filing with the Bankruptcy Court (or, if the Bankruptcy Court shall not have jurisdiction over such dispute, such court as has jurisdiction pursuant to Section 1.5 above) and serving on the counterparty or counterparties and the Trustee, a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) days of receipt of the last counterparty's Statement of Position pursuant to the preceding subparagraph. The motion shall contain a written statement of the disputing party's position on the matter in dispute, including any supporting factual data, analysis, opinion, documentation and legal authorities, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly administration of the PI Trust. Each counterparty shall respond to the motion within the time period allowed by

the rules of the court, and the disputing party may file a reply memorandum, to the extent permitted by the rules of the court.

6.13 **Effectiveness**. This Trust Agreement shall become effective on the Effective Date.

6.14 **Counterpart Signatures**. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by PDF transmitted by e-mail), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Trust Agreement this ____ day of _____, 2023.

TRUSTEE

_____
Name:

DELAWARE TRUSTEE
[_____]

By:_____
Name:
Title:

TRUST ADVISORY COMMITTEE

_____

_____

EXHIBIT 1

PI TRUST DISTRIBUTION PROCEDURES

EXHIBIT 2

CERTIFICATE OF TRUST OF OLD REVCO TALC PERSONAL INJURY LIQUIDATING TRUST

EXHIBIT 3

INVESTMENT GUIDELINES

In General. Only the following investments will be permitted:

(i) Demand and time deposits, such as certificates of deposit, in banks or other savings institutions whose deposits are federally insured;

(ii) U.S. Treasury bills, bonds, and notes, including, but not limited to, long-term U.S. Treasury bills, bonds, notes, and other Government Securities as defined under Section 2(a)(16) of the Investment Company Act of 1940, 15 U.S.C. § 80a-2(a)(16), including, but not limited to, Fannie Mae, Freddie Mac, Federal Home Loan Bank, and Federal Farm Credit;

(iii) Repurchase agreements for U.S. Treasury bills, bonds, and notes;

(iv) AA or AAA corporate bonds (with the rating awarded by at least two of the three major rating agencies (Standard & Poor's, Moody's, or Fitch)); or

(v) Open-ended mutual funds owning only assets described in subparts (i) through (iv) of this subsection.

The value of bonds of any single company and its affiliates owned by the Trust directly rather than through a mutual fund shall not exceed 10% of the investment portfolio at time of purchase; this restriction does not apply to any of the following: Repurchase Agreements; Money Market Funds; U.S. Treasuries; and U.S. Government Agencies.

Any such investments shall be made consistently with the Uniform Prudent Investor Act. The determination of the rating of any investments shall be made by the Trust's financial advisor on the date of acquisition of any such investment or on the date of re-investment. The Trust's financial advisor shall reconfirm that all investments of Trust Assets still meet the original rating requirement on a quarterly basis. If the Trust's financial advisors determine that any particular investment no longer meets the rating requirement, there shall be a substitution of that investment with an investment that meets the ratings requirement as promptly as practicable, but in no event later than the next reporting period. Previously purchased securities downgraded below AA may be held for a reasonable and prudent period of time if the Trust's financial advisor believes it is in the interest of the Trust to do so.

The borrowing of funds or securities for the purpose of leveraging, shorting, or other investments is prohibited. Investment in non-U.S. dollar denominated bonds is prohibited. The standing default investment instruction for all cash in any account or subaccount that holds any Trust Assets in cash shall be invested in the BlackRock Fed Fund (CUSIP 09248U809).

See example fund-level requirements table on following page.

Fund Level Requirements

1. OTC Derivatives Counterparty Exposure – Not allowed
2. Non-U.S. dollar denominated bonds – Not allowed

TYPE OF INVESTMENT	ELIGIBLE	PROHIBITED	COMMENTS
U.S. Treasury Securities	X		
U.S. Agency Securities	X		
Mortgage-Related Securities		x	
Asset-Backed Securities		x	
Corporate Securities (public)	X		
Municipal bonds	x		
DERIVATIVES:	No investment, including futures, options and other derivatives, may be purchased if its return is directly or indirectly determined by an investment prohibited elsewhere in these guidelines.		
Futures		x	
Options		x	
Currency Forwards		x	
Currency Futures		x	
Currency Options		x	
Currency Swaps		x	
Interest Rate Swaps		x	
Total Return Swaps		x	
Structured Notes		X	
Collateralized Debt Obligations		x	
Credit Default Swaps		X	
Mortgage-Related Derivatives		X	
FOREIGN / NON-U.S. DOLLAR:			
Foreign CDs		X	
Foreign U.S. Dollar Denominated Securities		X	
Non-U.S. Dollar Denominated Bonds		X	
Supranational U.S. Dollar Denominated Securities		X	
COMMINGLED VEHICLES (except STIF):			
Collective Funds		X	
Commingled Trust Funds (open ended mutual funds only)		X	
Common Trust Funds		X	
Registered Investment Companies		X	
MONEY MARKET SECURITIES:			
Qualified STIF		x	
Interest Bearing Bank Obligations Insured by a Federal or State Agency	X		
Commercial Paper		x	
Master Note Agreements and Demand Notes		x	
Repurchase Agreements		x	
OTHER:			
Bank Loans		x	
Convertibles (e.g., Lyons)		x	
Municipal Bonds	X		
Preferred Stock		x	
Private Placements (excluding 144A)	X		
Rule 144A Issues	X		
Zero Coupon Bonds	X		
Commodities		X	
Catastrophe Bonds		X	

Exhibit M

Identity of the PI Claims Administrator and Trust Advisory Committee

The proposed PI Claims Administrator is David Gordon and the proposed members of the Trust Advisory Committee (the "TAC") are Chris McKean, Aleksandra Sikorska, and Maura Kolb.

Under the Plan, the PI Claims Administrator means the person selected by the Creditors' Committee to administer the PI Settlement Fund pursuant to the terms of the PI Settlement Fund Agreement, the PI Claims Distributions Procedures, and the Plan. The identity of the PI Claims Administrator and its respective counsel, and the terms of the PI Claims Administrator's and its counsel's compensation, shall be reasonably acceptable to the Debtors and the Required Consenting BrandCo Lenders, in accordance with Article IV.R of the Plan.

Under the PI Settlement Fund Agreement, the TAC means the three members who shall serve in a fiduciary capacity, representing the interests of all holders of Talc Personal Injury Claims. The PI Claims Administrator must obtain the consent of the TAC on matters identified in the PI Settlement Fund Agreement and the PI Claims Distribution Procedures.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit M**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

Exhibit N

GUC Trust Agreement

This **Exhibit N** contains the GUC Trust Agreement. Pursuant to Article IV.R. of the Plan, on the Effective Date, solely in the event that any Class of General Unsecured Claims votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the GUC Trust shall be established in accordance with the GUC Trust Agreement. The GUC Trust Agreement shall be (a) drafted by the Creditors' Committee, (b) in form and substance acceptable to the Debtors and Required Consenting 2020 B-2 Lenders, and (c) in substantially the form included in the Plan Supplement.

The GUC Trust Agreement is in draft form and remains subject to continuing negotiations among Debtors, the Consenting BrandCo Lenders, the Creditors' Committee, and other interested parties with respect thereto.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit N**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

REVLON GUC TRUST

REVLON GUC TRUST AGREEMENT

Dated as of [ ], 2023

Pursuant to the First Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code Dated [ ], 2023

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REVLON GUC TRUST AGREEMENT

This Revlon GUC Trust Agreement (this "**Trust Agreement**"), dated the date set forth on the signature page hereof and effective as of the Effective Date, is entered into pursuant to the First Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code [Docket No. 1507] (as may be further amended or modified, the "**Plan**"),[1] in Case No. 22-10760 (DSJ) in the United States Bankruptcy Court for the Southern District of New York ("**Bankruptcy Court**") by [Wilmington Trust, National Association] (the "**Delaware Trustee**") and the Trustee identified on the signature pages hereof (the "**Trustee**" and, together with the Delaware Trustee, the "**Parties**").[2]

RECITALS

WHEREAS, the Plan contemplates the creation of the GUC Liquidating Trust (the "**GUC Trust**");

WHEREAS, the Confirmation Order has been entered by the Bankruptcy Court;

WHEREAS, pursuant to the Plan, the GUC Trust is established to liquidate the GUC Trust Assets as set forth in the Plan (the "**Settlement Consideration**") and make distributions ("**GUC Trust Distributions**") to the holders of Allowed Claims in Classes 9(b), 9(c), and 9(d)[3] Claims (the "**GUC Trust Beneficiaries**" and the interests in the GUC Trust held by such GUC Trust Beneficiaries, the "**GUC Trust Interests**") in accordance with the Plan, the Confirmation Order and this Trust Agreement;

[1] All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Bankruptcy Rules, and such definitions are incorporated herein by reference.

[2] The initial Trustee shall be Alan Halperin.

[3] [NTD: To be updated to include only accepting classes.]

WHEREAS, the GUC Trust shall establish a segregated account to administer distributions to the eligible holders in Class 9(d) holding a "Hair Straightening Claim"[4] to be administered in accordance with the provisions of Exhibit 3 of this Trust Agreement;[5]

WHEREAS, the Trustee shall administer the GUC Trust in accordance with the terms of the Plan and this Trust Agreement;

WHEREAS, pursuant to the Plan, the GUC Trust is intended to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, and a "grantor trust" for United States federal income tax purposes, pursuant to Sections 671-679 of the Internal Revenue Code (the "**IRC**"), with the GUC Trust Beneficiaries treated as the grantors of the GUC Trust, except in each case as modified by the provisions of **Exhibit 3** hereto with respect to the segregated account to be established for the eligible holders of Allowed Hair Straightening Claims and any Disputed Ownership Fund pursuant to Section 5.3(c).

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

AGREEMENT OF TRUST

1.1 **Creation and Name.** There is hereby created a trust known as the "Revlon GUC Liquidating Trust." The Trustee of the GUC Trust may transact the business and affairs of the GUC Trust in the name of the GUC Trust, and references herein to the GUC Trust shall include

[4] "Hair Straightening Claim" means a prepetition Claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors alleging prepetition claims arising out of or related to the alleged use of or exposure to chemical hair straightening or relaxing products produced, manufactured, or sold by Revlon, Inc. or its affiliated Debtors, including without limitation those hair straightening or relaxing products marketed under the brands "Crème of Nature", "African Pride," "French Perm," "Fabulaxer," "Revlon Professional," "Revlon Realistic," "Herbarich," or "All Ways Natural Relaxer" that arose, or is deemed to have arisen, prior to June 15, 2022 (the "Petition Date"), no matter how remote, contingent, unliquidated, manifested or unmanifested.

[5] [NTD: Subject to Plan acceptance by Class 9(d).]

the Trustee acting on behalf of the GUC Trust. It is the intention of the Parties that the GUC Trust qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations and that this Trust Agreement constitute the governing instrument of the GUC Trust, except in each case as modified by the provisions of **Exhibit 3** hereto with respect to the segregated account to be established for the eligible holders of Hair Straightening Claims and with respect to any Disputed Ownership Fund. The Trustee and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as **Exhibit 1**.

1.2 **Purposes**. The purposes of the GUC Trust are to:

(a) receive the Settlement Consideration pursuant to the terms of the Plan and the Confirmation Order;

(b) hold, manage, protect and invest the Settlement Consideration, together with any income or gain earned thereon and proceeds derived therefrom (collectively, the "**Trust Assets**") , and monetize any non-liquid Trust Assets, in accordance with the terms of the Plan, the Confirmation Order and this Trust Agreement (the "**Governing Documents**") for the benefit of the GUC Trust Beneficiaries, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purposes of the GUC Trust;

(c) administer, dispute, object to, compromise, or otherwise resolve all Non-Qualified Pension Claims, Trade Claims and Other General Unsecured Claims (the "**Beneficiary Claims**") (*provided, however*, with respect to Hair Straightening Claims only to the extent set forth

in the Plan and **Exhibit 3** hereto)[6]; *provided* that to the extent set forward in the Plan, the Debtors, with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders and in consultation with the Creditors' Committee, or the Reorganized Debtors, in consultation with the Trustee, may elect to administer, dispute, object to, compromise, or otherwise resolve any such Beneficiary Claim;

(d) commence and pursue the Retained Preference Actions, and manage and administer any proceeds thereof in accordance with the Plan;

(e) hold and maintain the GUC Trust/PI Fund Operating Reserve to pay the GUC Trust/PI Fund Operating Expenses, which reserve shall be (a) funded (i) by the Debtors or the Reorganized Debtors as expressly set forth in the Plan, and (ii) from proceeds of Retained Preference Actions recovered by the GUC Trust, (b) held in a segregated account and administered by the Trustee for the GUC Trust and as agent for the PI Trust on and after the Effective Date, and (c) allocated as between the GUC Trust and the PI Trust by the Trustee and PI Claims Administrator as determined from time to time;

(f) satisfy and pay the GUC Trust/PI Fund Operating Expenses from the GUC Trust/PI Fund Operating Reserve in accordance with the Plan and this Trust Agreement;

(g) qualify at all times as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except as modified by the provisions of **Exhibit 3** hereto with respect to the segregated account to be established for eligible holders of Hair Straightening Claims and with respect to any Disputed Ownership Fund;

[6] [NTD: To be updated to include only accepting classes.]

(h) make distributions of Trust Assets to GUC Trust Beneficiaries in accordance with and subject to the terms of this Trust Agreement and the Plan;

(i) establish the segregated account for eligible holders of Hair Straightening Claims, fund such segregated account and make distributions to such holders in accordance with the provisions of **Exhibit 3** hereto and cause such segregated account to qualify as a QSF (as defined in **Exhibit 3**); and

(j) engage in any lawful activity that is appropriate and in furtherance of the purposes of the GUC Trust to the extent consistent with the Plan, the Confirmation Order and this Trust Agreement.

1.3 **Transfer of Assets.** Pursuant to, and in accordance with Article IV.R of the Plan, the GUC Trust has received the Settlement Consideration to fund the GUC Trust. The Trust Assets and any other assets to be transferred to the GUC Trust under the Plan will be transferred to the GUC Trust free and clear of any liens or other claims by the Debtors, the Reorganized Debtors, any creditor, or other entity.[7]

1.4 **Acceptance of Assets and Assumption of Liabilities.**

(a) In furtherance of the purposes of the GUC Trust, the GUC Trust hereby expressly accepts the transfer to the GUC Trust of the Settlement Consideration in the time and manner as, and subject to the terms, contemplated in the Plan.

[7] [NTD: If any or all of 9(b), 9(c), and 9(d) is a rejecting class, there will need to be provision for the GUC Trust to deliver the corresponding class allocation to the Reorganized Debtors.]

(b) In furtherance of the purposes of the GUC Trust, except as otherwise provided in this Trust Agreement or the Plan, the GUC Trust shall have and retain any and all rights and defenses the Debtors had with respect to any Beneficiary Claims (provided, however, with respect to Hair Straightening Claims only to the extent set forth in the Plan and **Exhibit 3** hereto) [immediately before the Effective Date to the extent necessary to administer such Claims in accordance with this Trust Agreement and the Plan.]

(c) Notwithstanding anything to the contrary herein, no provision herein shall be construed or implemented in a manner that would cause the GUC Trust to fail to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except as modified by the provisions of **Exhibit 3** hereto with respect to the segregated account to be established for eligible holders of Hair Straightening Claims and with respect to any Disputed Ownership Fund.

(d) In this Trust Agreement, the words "must," "will," and "shall" are intended to have the same mandatory force and effect, while the word "may" is intended to be permissive rather than mandatory.

1.5 **Jurisdiction**. The Bankruptcy Court shall have continuing jurisdiction over the GUC Trust (including the QSF Account), provided, however, that the courts of the State of

Delaware, including any federal court located therein, shall also have jurisdiction over the GUC Trust (including the QSF Account).

ARTICLE II

POWERS, TRUST ADMINISTRATION, AND REPORTING

2.1 **Powers.**

(a) The Trustee is and shall act as a fiduciary to the GUC Trust in accordance with the provisions of this Trust Agreement, the Plan and the Confirmation Order. The Trustee shall, at all times, administer the GUC Trust in accordance with the purposes set forth in Section 1.2 above and the Plan. Subject to the limitations set forth in this Trust Agreement and the Plan, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the GUC Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 2.2 below, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or as otherwise specified herein or in the Plan or the Confirmation Order, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below or by the Plan, the Trustee shall have the power to:

(i) receive and hold the Settlement Consideration and exercise all rights with respect thereto;

(ii) invest the monies held from time to time by the GUC Trust in accordance with the Investment Guidelines pursuant to Section 3.2 below;

(iii) administer the GUC Trust/PI Fund Operating Reserve for the benefit of the GUC Trust, including any Disputed Ownership Fund thereof and the QSF Account, and the PI Trust as set forth in the Plan;[8]

(iv) incur expenses and other obligations of the GUC Trust necessary to carry out the purposes of the GUC Trust in accordance with the Plan, and pay or satisfy such obligations from the GUC Trust/PI Fund Operating Reserve as set forth in the Plan;

(v) establish such funds, reserves, and accounts within the GUC Trust, as the Trustee deems useful in carrying out the purposes of the GUC Trust;

(vi) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding, as required to reconcile, administer, or defend against the Beneficiary Claims;

(vii) establish, supervise, and administer the GUC Trust and make distributions to GUC Trust Beneficiaries pursuant to the terms of this Trust Agreement and the Plan;

(viii) appoint such officers and retain such consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and

[8] The PI Trust shall periodically provide all invoices or other documentation with respect to its expenses to the GUC Administrator and the GUC Administrator shall timely remit to the PI Trust such amounts solely from the GUC Trust/PI Fund Operating Reserve so as to enable the PI Trust to timely pay its expenses.

activities as the GUC Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(ix) pay reasonable compensation from the GUC Trust/PI Fund Operating Reserve for any of the GUC Trust's consultants, advisors, independent contractors, experts, and agents for legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the GUC Trust requires;

(x) pay reasonable compensation from the GUC Trust/PI Fund Operating Reserve for the Trustee, the Delaware Trustee, and their employees, consultants, advisors, independent contractors, experts and agents, and reimburse the Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xi) undertake, with the cooperation of the Reorganized Debtors to the extent set forth in the Plan, all administrative responsibilities that are provided in the Plan and this Trust Agreement, including filing the applicable operating report and administering the closure of the Chapter 11 Cases, which reports shall be delivered to the Reorganized Debtors;

(xii) enter into such other arrangements with third parties as the Trustee deems useful in carrying out the purposes of the GUC Trust, provided such arrangements do not conflict with any other provision of this Trust Agreement or the Plan;

(xiii) in accordance with Section 4.4 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in

Section 4.4 below), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and/or insure its directors, trustees, officers, employees, consultants, advisors, agents, and representatives. No party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which he or she is liable under Section 4.4 below;

(xiv) commence and pursue the Retained Preference Actions, and manage and administer any proceeds thereof in accordance with the Plan;

(xv) establish and administer the segregated account to be established for eligible holders of Hair Straightening Claims in accordance with the provisions of **Exhibit 3** hereto; and

(xvi) exercise any and all other rights, and take any and all other actions as are permitted, of the Trustee in accordance with the terms of this Trust Agreement and the Plan.

(d) The GUC Trust shall not have the power to guarantee any debt of other persons.

(e) The Trustee shall endeavor to make timely distributions and not unduly prolong the duration of the GUC Trust.

2.2 **General Administration.**

(a) The Trustee shall act in accordance with the Governing Documents. In the event of a conflict between the terms of this Trust Agreement and the Plan, the terms of the Plan shall control. For the avoidance of doubt, this Trust Agreement shall be construed and

implemented in accordance with the Plan, regardless of whether any provision herein explicitly references the Plan.

(b) The Trustee shall (i) timely file such tax returns and pay any taxes imposed on the GUC Trust in accordance with Section 5.3, (ii) comply with all applicable reporting and withholding obligations in accordance with Section 5.4, (iii) satisfy all requirements necessary to qualify and maintain qualification of the GUC Trust as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except as provided pursuant to **Exhibit 3** hereof with respect to the QSF Account and as provided under Section 5.3(c) with respect to any Disputed Ownership Fund, and (iv) take no action that could cause the GUC Trust to fail to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except as provided pursuant to **Exhibit 3** hereof with respect to the QSF Account and as provided under Section 5.3(c) with respect to any Disputed Ownership Fund. Notwithstanding the foregoing, the Trustee shall take such actions as set forth on **Exhibit 3** hereto with respect to the segregated account to be established for the eligible holders of Hair Straightening Claims.

(c) The Trustee shall be required to obtain the consent of the Reorganized Debtors, which shall not be unreasonably withheld or delayed:

(i) to materially modify the compensation of the Trustee;

(ii) to acquire an interest in and/or merge with and/or contract with another settlement trust; or

(iii) to make any amendment or modification of this Trust Agreement, or Exhibit hereto, that directly or indirectly affects the rights, duties, immunities, interests or

liabilities of the Reorganized Debtors, which in each case shall be in accordance with Section 6.3; provided that no such amendment shall be in contravention of the Plan.

2.3 **Reporting.**

(a) The Trustee shall timely prepare, file and distribute such statements, reports and submissions to the extent required by applicable law.

(b) The Trustee shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event no later than one hundred and twenty (120) days following the end of each fiscal year, an annual report (the "**Annual Report**") containing special-purpose financial statements of the GUC Trust (including, without limitation, a special-purpose statement of assets, liabilities and net claimants' equity, a special-purpose statement of changes in net claimants' equity and a special-purpose statement of cash flows). The Trustee shall not be required to obtain an audit of the Annual Report by a firm of independent certified public accountants. The Annual Report shall be made available to the Reorganized Debtors and the GUC Trust Beneficiaries by means of actual notice, provided, however, the Trustee may post the Annual Report on a website maintained by the GUC Trust in lieu of actual notice to each GUC Trust Beneficiary (unless otherwise required by law).

ARTICLE III

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 **Accounts.**

(a) The Trustee shall maintain one or more accounts (the "**Trust Accounts**") on behalf of the GUC Trust with one or more financial depository institutions (each a "**Financial**

Institution"). The Trustee shall maintain a segregated account to be administered in accordance with the provisions of **Exhibit 3** hereto for the eligible holders of eligible holders of Hair Straightening Claims.

(b) Candidates for the positions of Financial Institution shall fully disclose to the Trustee any interest in or relationship with the Reorganized Debtors or their affiliated persons. Any such interest or relationship shall not be an automatic disqualification for the position, but the Trustee shall take any such interest or relationship into account in selecting a Financial Institution.

(c) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time, and such successor shall be subject to the considerations set forth in Section 3.1(a) above.

(d) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for distributions to the GUC Trust Beneficiaries and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the "**Trust Subaccounts**"). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and, except as specifically designated as such in accordance with the provisions of Section 5.3(c) below, are not intended to be subject to separate entity tax treatment as a "disputed claims reserve" or a "disputed ownership fund" within the meaning of the IRC or Treasury Regulations.

3.2 **Investment Guidelines.**

(a) The Trustee may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as **Exhibit 2** (the "**Investment Guidelines**").

(b) In the event the GUC Trust holds any non-liquid assets, the Trustee shall own, protect, oversee, and monetize such non-liquid assets in accordance with the Governing Documents. This Section 3.2(b) is intended to modify the application to the GUC Trust of the "prudent person" rule, "prudent investor" rule and any other rule of law that would require the Trustee to diversify the Trust Assets.

(c) Cash proceeds received by the GUC Trust in connection with its monetization of the non-liquid Trust Assets shall be invested in accordance with the Investment Guidelines until needed for the purposes of the GUC Trust as set forth in Section 1.2 above.

3.3 **Payment of Operating Expenses.**

All operating expenses of the GUC Trust shall be paid from the GUC Trust/PI Fund Operating Reserve as provided in the Plan. None of the Trustee, Delaware Trustee, the GUC Trust Beneficiaries, nor any of their officers, agents, advisors, professionals or employees shall be personally liable for the payment of any operating expense or other liability of the GUC Trust. Except as expressly set forth in the Plan, none of the Debtors or Reorganized Debtors, nor any of their officers, agents, advisors, professionals or employees shall be liable for the payment of any operating expense or other liability of the GUC Trust or the Trustee.

3.4 **Distributions to GUC Trust Beneficiaries.**

(a) The Trustee will make distributions to GUC Trust Beneficiaries in a fair, consistent and equitable manner in accordance with this Trust Agreement, the Plan and the Confirmation Order.

(b) Distributions to GUC Trust Beneficiaries shall be made, as determined by the Trustee in his or her discretion subject to the terms of the Plan, provided, however, the GUC Trust must distribute at least annually to the GUC Trust Beneficiaries its net income plus all net proceeds from the sale of assets, except that the GUC Trust may retain an amount of net proceeds or net income reasonably necessary to maintain the value of its assets or to meet claims and contingent liabilities (including disputed claims).

(c) The GUC Trust may withhold or deduct from amounts distributable to any Person any and all amounts, determined in the Trustee's reasonable sole discretion, required by any law, regulation, rule, ruling, directive, or other governmental requirement (including, without limitation, tax withholding in accordance with Section 5.4 below). Any Trust Assets which are undistributable in accordance with this Section 3.4 as of the termination of the GUC Trust shall (i) revert to the GUC Trust (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary); (ii) the Beneficiary Claim with respect to such undistributable amount shall be released, settled, compromised and forever barred, and (iii) the undistributable amount shall be reallocated to the other Beneficiary Claims, in accordance with provisions of the Plan and this Trust Agreement.

(d) The Trustee may retain a distribution agent for the effective administration and distribution of amounts payable to GUC Trust Beneficiaries; provided, however, that such

distribution agent shall have no greater authority than, and shall be subject to the same restrictions as, the Trustee under this Trust Agreement.

(e) Subject to Bankruptcy Rule 9010, any distribution to a GUC Trust Beneficiary shall be made: (1) at the addresses set forth on the respective proofs of Claim filed by such holders; (2) at the address set forth in any written notices of address changes delivered to the Trustee after the date of any related proof of Claim; or (3) at the address reflected in the schedules if no proof of Claim is filed with the Trustee (as to Beneficiary Claims administered by the GUC Trust) and the Trustee has not received a written notice of a change of address. Except as set forth in the Plan, if any GUC Trust Distribution or other communication from the GUC Trust is returned as undeliverable, no further GUC Trust Distribution shall be made to such holder unless the Trustee is notified in writing of such holder's then current address. Undeliverable GUC Trust Distributions shall remain in the possession of the Trustee until the earlier of (i) such time as a GUC Trust Distribution becomes deliverable or (ii) such undeliverable GUC Trust Distribution becomes an Unclaimed Distribution pursuant to the provisions of the Plan and this Trust Agreement. Except as required by law, the Trustee (or its duly authorized agent) shall have no obligation to locate any GUC Trust Beneficiary.

(f) After final GUC Trust Distributions have been made in accordance with the Plan, the Confirmation Order and this Trust Agreement, and adequate provision has been made for all final obligations of the GUC Trust, the Trustee shall have the authority to direct the remaining Trust Assets to a tax-exempt organization as selected by the Trustee in his or her discretion.

(g) Checks issued to GUC Trust Beneficiaries shall be null and void if not negotiated within one hundred eighty (180) calendar days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Trustee by the GUC Trust Beneficiary to whom such check was originally issued. Any Beneficiary Claim in respect of such a voided check shall be made within one hundred eighty (180) calendar days after the date of issuance of such check. If no request is made as provided in the preceding sentence, the check shall be deemed undistributable and shall be subject to the provisions of Section 3.4(c).

(h) Cash payments to foreign GUC Trust Beneficiaries may be made, at the option of the Trustee, in such funds and by such means as are necessary or customary in the foreign jurisdiction of such foreign holder.

(i) The Trustee shall have the discretion to determine the timing of GUC Trust Distributions in the most efficient and cost-effective manner possible; provided, however, that the Trustee's discretion may not be exercised in a manner inconsistent with any express requirements of the Plan.

(j) Notwithstanding any provision in the Trust Agreement, the Plan or the Confirmation Order to the contrary, the Trustee, in the Trustee's sole discretion, may decline to make any distribution of $100 or less, due to the economic inefficiency of making a distribution of such a *de minimis* amount.

ARTICLE IV

TRUSTEE; DELAWARE TRUSTEE

4.1 **Number**. In addition to the Delaware Trustee appointed pursuant to Section 4.9 below, there shall be one (1) Trustee who shall be the person named on the signature pages hereof.

4.2 **Term of Service.**

(a) The Trustee shall serve from the Effective Date until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) below, (iii) his or her removal pursuant to Section 4.2(c) below, or (iv) the termination of the GUC Trust pursuant to Section 6.2 below.

(b) The Trustee may resign at any time upon written notice to the Reorganized Debtors with such notice filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by the Bankruptcy Court in the event the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided the Trustee has received reasonable notice and an opportunity to be heard. Other good cause shall mean (i) fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony, in each case whether or not connected to the GUC Trust, or (ii) a consistent pattern of neglect and failure to perform or participate in performing the duties of Trustee hereunder.

(d) In the event of any vacancy in the office of the Trustee, including the death, resignation or removal of any Trustee, such vacancy shall be filled by the Bankruptcy Court.

(e) Immediately upon the appointment of any successor Trustee pursuant to Section 4.2(d) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in and undertaken by the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No predecessor Trustee shall be liable personally for any act or omission of his or her successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(f) Each successor Trustee shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) above, (iii) his or her removal pursuant to Section 4.2(c) above, and (iv) the termination of the GUC Trust pursuant to Section 6.2 below.

4.3 **Compensation and Expenses of the Trustee.**

(a) The Trustee shall be compensated for his or her service as Trustee in the amount of $750 per hour, paid monthly.

(b) The GUC Trust will promptly reimburse the Trustee for all reasonable and documented out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his or her duties hereunder.

(c) The GUC Trust shall include in the Annual Report a description of the amounts paid under this Section 4.3. The GUC Trust shall provide quarterly reports to the Reorganized Debtors for a description of the amounts paid under this Section 4.3.

4.4 **Standard of Care; Exculpation.**

(a) As used herein, the term "**Trust Indemnified Party**" shall mean each of (i) the Trustee, (ii) the Delaware Trustee, and (iii) the officers, employees, consultants, advisors, and agents of each of the GUC Trust and the Trustee.

(b) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted in their capacities as Trust Indemnified Parties, or on behalf of the GUC Trust, except those acts found by a final order of a court of competent jurisdiction ("**Final Order**") to be arising out of their willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the GUC Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or this Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the GUC Trust.

(c) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the GUC Trust or the GUC Trust Beneficiaries, it is hereby understood and agreed by the Parties that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties;

provided, however, that with respect to the Trust Indemnified Parties other than the Delaware Trustee the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 4.4 and its subparts.

(d) The GUC Trust will maintain appropriate insurance coverage for the protection of the Trust Indemnified Parties, as determined by the Trustee in his or her discretion.

4.5 **Protective Provisions.**

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 4.5.

(b) In the event the Trustee retains counsel (including at the expense of the GUC Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. A successor Trustee shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Party or other person may raise any exception to the attorney-client privilege described herein as any such exceptions are hereby waived by all Parties.

(c) No Trust Indemnified Party shall be personally liable under any circumstances, except for his or her own willful misconduct, bad faith, gross negligence or fraud as determined by a Final Order.

(d) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties and powers hereunder.

(e) In the exercise or administration of the GUC Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

4.6 **Indemnification.**

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses (including attorneys' fees and costs but excluding taxes in the nature of income taxes imposed on compensation paid to the Trust Indemnified Parties) in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the GUC Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith,

gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Trust Assets.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by the GUC Trust shall be paid by the GUC Trust from the GUC Trust/PI Fund Operating Reserve in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by Final Order that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the GUC Trust.

(c) The Trustee is authorized, but not required, to purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include insurance with respect to liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person

seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

4.7 **Trustee Independence.** The Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as an officer or as any other professional for the Reorganized Debtors. The Trustee shall not act as an attorney, agent, or other professional for any GUC Trust Beneficiary or any holder of any Beneficiary Claim. For the avoidance of doubt, this Section 4.7 shall not be applicable to the Delaware Trustee.

4.8 **No Bond.** Neither the Trustee nor the Delaware Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.9 **Delaware Trustee.**

(a) There shall at all times be a Delaware Trustee to serve in accordance with the requirements of the Act. The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee, and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible to serve as Delaware Trustee in accordance with the provisions of this Section 4.9, it shall resign immediately in the manner and with the effect hereinafter specified in Section 4.9(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties and

obligations as expressly provided by reference to the Delaware Trustee hereunder. The Trustee shall have no liability for the acts or omissions of any Delaware Trustee.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Trustee set forth herein. The Delaware Trustee shall be a trustee of the GUC Trust for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of Chapter 38 of title 12 of the Delaware Code, 12 Del. C. Section 3801 *et seq.* (the "**Act**") and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to accepting legal process served on the GUC Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the GUC Trust or the GUC Trust Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of any Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its willful misconduct, bad faith, gross negligence or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustee or any other person pursuant to the provisions of this Trust Agreement unless the Trustee or such other person shall have offered to the Delaware

Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Trustee. The Delaware Trustee may, at the expense of the GUC Trust, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of Section 4.9(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section 4.9(d) below; provided further that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Trustee. If the Trustee does not act within such sixty (60) day period, the Delaware Trustee, at the expense of the GUC Trust, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware

Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Trustee, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the GUC Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the GUC Trust and the Delaware Trustee, which compensation shall be paid by the GUC Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Trust Agreement. The terms of this paragraph

shall survive termination of this Trust Agreement and/or the earlier resignation or removal of the Delaware Trustee.

(g) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the GUC Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of any Trust Asset, written instructions, or any other documents in connection therewith, and will not be regarded as making, nor be required to make, any representations thereto.

(h) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics;

riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

ARTICLE V

TAX MATTERS

This Article V shall not apply to the segregated account to be administered in accordance with the provisions of **Exhibit 3** hereto for the eligible holders of Hair Straightening Claim and any reference to the settlement consideration contained in this Article V shall exclude any portion of the Settlement Consideration allocable to such segregated account.

5.1 **Treatment of Settlement Consideration Transfer.** For all United States federal income tax purposes, all Parties shall treat the transfer of the Settlement Consideration to the GUC Trust as (i) a transfer of the Settlement Consideration (subject to any obligations related to those assets) directly to the GUC Trust Beneficiaries, followed by (ii) the transfer by such GUC Trust Beneficiaries of such Settlement Consideration to the GUC Trust in exchange for GUC Trust Interests (other than the Trust Assets allocable to Disputed Claims and held as a "disputed ownership fund" within the meaning of Section 1.468B-9 of the Treasury Regulations ("**Disputed Ownership Fund**")). Accordingly, the GUC Trust Beneficiaries shall be treated for United States federal income tax purposes (and, to the extent permitted, for state and local income tax purposes)

as the grantors and owners of their respective shares of the Settlement Consideration (other than the Trust Assets allocable to the Disputed Ownership Fund).

5.2 **Income Tax Status.**

(a) For United States federal income tax purposes (and for purposes of all state, local and other jurisdictions to the extent applicable) and other than as provided pursuant to Section 5.3(c) and **Exhibit 3** hereof, this GUC Trust shall be treated as a liquidating trust pursuant to Section 301.7701-4(d) of the Treasury Regulations and as a grantor trust pursuant to Sections 671-679 of the IRC. To the extent consistent with Revenue Procedure 94-45 and not otherwise inconsistent with this Trust Agreement, this Trust Agreement shall be construed so as to satisfy the requirements for liquidating trust status.

(b) Subject to **Exhibit 3** hereof, the GUC Trust shall at all times to be administered so as to constitute a domestic trust for United States federal income tax purposes.

5.3 **Tax Returns.**

(a) In accordance with Section 6012 of the IRC and Section 1.671-4(a) of the Treasury Regulations, the Trustee shall file with the IRS annual tax returns for the GUC Trust on Form 1041 as a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations. In addition, the Trustee shall file in a timely manner for the GUC Trust such other tax returns, including any state and local tax returns, as are required by applicable law and pay any taxes shown as due thereon. The GUC Trust's items of taxable income, gain, loss, deduction, and/or credit (other than such items is respect of any assets allocable to, or retained on account of, the Disputed Ownership Fund) will be allocated to the GUC Trust Beneficiaries in accordance with their relative ownership of GUC Trust Interests. Within a reasonable time following the end of the taxable year,

the GUC Trust shall send to each GUC Trust Beneficiary a separate statement setting forth such GUC Trust Beneficiary's items of income, gain, loss, deduction or credit and will instruct each such GUC Trust Beneficiary to report such items on his/her applicable income tax return.

(b) The GUC Trust shall be responsible for payment, from the GUC Trust/PI Fund Operating Reserve, of any taxes imposed on the GUC Trust (including any taxes imposed on the Disputed Ownership Fund) or the Trust Assets. In accordance therewith, any taxes imposed on the Disputed Ownership Fund or its assets will be paid from the GUC Trust/PI Fund Operating Reserve.

(c) The Trustee may timely elect to treat any Trust Assets allocable to Disputed Claims to a Disputed Ownership Fund, and (2) to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a Disputed Ownership Fund election is made, all parties (including the Trustee and the holders of GUC Trust Interests) shall report for U.S. federal, state and local income tax purposes consistently with the foregoing. The GUC Trust shall file all income tax returns with respect to any income attributable to the Disputed Ownership Fund and shall pay from the GUC Trust/PI Fund Operating Reserve all U.S. federal, state and local income taxes attributable to such Disputed Ownership Fund based on the items of income, deduction, credit, or loss allocable thereto.

5.4 **Withholding of Taxes and Reporting Related to GUC Trust Operations.** The GUC Trust shall comply with all withholding, deduction and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions made by the GUC Trust shall be subject to any applicable withholding, deduction and reporting requirements. The Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with

any such withholding, deduction, payment, and reporting requirements. All amounts properly withheld or deducted from distributions to a GUC Trust Beneficiary as required by applicable law and paid over to the applicable taxing authority for the account of such GUC Trust Beneficiary shall be treated as part of the GUC Trust Distribution to such GUC Trust Beneficiary. To the extent that the operation of the GUC Trust or the liquidation of the Trust Assets creates a tax liability imposed on the GUC Trust, the GUC Trust shall timely pay such tax liability and any such payment shall be considered a cost and expense of the operation of the GUC Trust payable without Bankruptcy Court order. Any federal, state or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All GUC Trust Beneficiaries shall be required to provide any information necessary to effect the withholding and reporting of such taxes. The Trustee may require each GUC Beneficiary to furnish to the Trust (or its designee) its social security number or employer or taxpayer identification number as assigned by the IRS and complete any related documentation (including but not limited to a Form W-8BEN, Form W-8BENE-E, or Form W-9) (the "**Tax Documents**"). The Trustee may condition any and all distributions to any GUC Trust Beneficiary upon the timely receipt of properly executed Tax Documents and receipt of such other documents as the Trustee reasonably requests, and in accordance with the Plan. Notwithstanding any of the foregoing provisions of this Section 5.4, Section V.C of the Plan shall apply to distributions to be made from the GUC Trust that constitute "Wage Distributions" (as defined in the Plan) and for the avoidance of doubt, neither the GUC Trust nor the GUC Trust/PI Fund Operating Reserve shall bear any liability for the employer

portion of any payroll taxes applicable to Wage Distributions, which shall be borne by the Reorganized Debtor.

5.5 **Valuation.** Within 180 days after the Effective Date, the Trustee shall make a good faith valuation of the Trust Assets. Such valuation shall be made available from time to time, to the extent relevant, and used consistently by all parties for all United States federal income tax purposes. The Trustee also shall file (or cause to be filed) any other statements, returns or disclosures relating to the GUC Trust that are required by any governmental unit.

5.6 **Expedited Determination of Taxes**. The Trustee may request an expedited determination of taxes of the GUC Trust, under Section 505 of the Bankruptcy Code for all returns filed for, or on behalf of, the GUC Trust for all taxable periods through the termination of the GUC Trust.

ARTICLE VI

GENERAL PROVISIONS

6.1 **Irrevocability**. To the fullest extent permitted by applicable law, the GUC Trust is irrevocable.

6.2 **Term; Termination.**

(a) The term for which the GUC Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of this Section 6.2.

(b) The Trustee shall make continuing efforts to monetize any non-liquid Trust Assets.

(c) The Trustee and the GUC Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Trustee determines that the pursuit of additional Retained Preference Actions is not likely to yield sufficient additional Cash to justify further pursuit of such claims, or (b) all distributions of Cash and other Trust Assets required to be made by the Trustee under the Plan and this Trust Agreement have been made in accordance with provisions of the Plan and this Trust Agreement, provided, however, that in no event shall the GUC Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion made by a party in interest within the six (6) month period prior to such fifth (5th) anniversary (and, in the event of further extension, at least six (6) months prior to the end of any extension period), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the GUC Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on and liquidation of the Trust Assets (the "**Dissolution Date**"). The proviso of the preceding sentence shall not apply to the segregated account to be administered in accordance with **Exhibit 3** hereto for the eligible holders of Hair Straightening Claims, and the Dissolution Date of the GUC Trust solely with respect to such segregated account shall be in accordance with the provisions of **Exhibit 3** hereto.

(d) On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the affairs of the GUC Trust by the Trustee and payment of all of the liabilities have been provided for as required by applicable law including Section 3808 of the Act, all monies remaining in the GUC Trust shall be distributed or disbursed in accordance with Section 3.4 and Section 5.3(c) above.

(e) Following the dissolution and distribution of the assets of the GUC Trust, the GUC Trust shall terminate, and the Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the GUC Trust to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the GUC Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. A certified copy of the Certificate of Cancellation shall be given to the Delaware Trustee for its records promptly following such filing.

6.3 **Amendments**. Any amendment to or modification of this Trust Agreement may be made in writing and only pursuant to an order of the Bankruptcy Court; provided, however, the Trustee may amend this Trust Agreement from time to time without the consent, approval or other authorization of, but with notice to, the Bankruptcy Court, to make: (i) minor modifications or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement; or (ii) modifications to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any federal, state or foreign governmental entity. Notwithstanding the foregoing, no amendment or modification of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order other than, with the Reorganized Debtors' consent, to make minor modifications or clarifying amendments as necessary to enable the Trustee to effectuate the provisions of this Trust Agreement. Notwithstanding the foregoing, neither this Trust Agreement, nor any Exhibit to this Trust Agreement, shall be modified or amended in any way that could jeopardize, impair, or modify the GUC Trust's "liquidating trust" status. Any amendment affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent. The Trustee shall provide at least ten (10) business days' written notice

to the Reorganized Debtors prior to making any amendment or modification to the Trust Agreement or any Exhibit thereto, and if the Reorganized Debtors reasonably and in good faith advise the Trustee in writing that the proposed amendment or modification affects, directly or indirectly, any right, duty, immunity, interest or liability of the Reorganized Debtors, then the Reorganized Debtors' consent (which shall not be unreasonably denied or delayed) shall be required for such proposed amendment or modification. Any dispute between the Trustee and the Reorganized Debtors with respect to this Section 6.3 shall be resolved by the Bankruptcy Court.

6.4 **Severability**. Should any provision in this Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement.

6.5 **Notices.**

(a) Notices to GUC Trust Beneficiaries shall be given in accordance with such person's claims form submitted to the GUC Trust.

(b) Any notices or other communications required or permitted hereunder to the following Parties shall be in writing and delivered to the addresses or e-mail addresses designated below, or to such other addresses or e-mail addresses as may hereafter be furnished in writing to each of the other Parties listed below in compliance with the terms hereof.

To the GUC Trust

[_____]

With a copy to:

[_____]

To the Delaware Trustee;

[_____]

With a copy to:

[_____]

To the Reorganized Debtors:

[_____]

With a copy to:

[_____]

(c) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses.

6.6 **Successors and Assigns**. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Reorganized Debtors (which shall be a third-party beneficiary hereof), the GUC Trust, the Trustee, and their respective successors and assigns, except that neither the GUC Trust, nor the Trustee, may assign or otherwise transfer any of their rights or obligations, if any, under this Trust Agreement except in the case of the Trustee in accordance with Section 4.2(d) above.

6.7 **Limitation on GUC Trust Interests for Securities Laws Purposes**. GUC Trust Interest (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will, under the laws of descent and distribution or otherwise by operation of law; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest.

6.8 **Exemption from Registration**. The Parties hereto intend that the interests of the GUC Trust Beneficiaries under this Trust Agreement shall not be "securities" under applicable

laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute "securities," the Parties hereto intend that the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the GUC Trust Interests will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

6.9 **Entire Agreement; No Waiver**. The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein, and in the documents referred to herein (including the Plan), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

6.10 **Headings.** The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

6.11 **Governing Law**. The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by the laws of the State of Delaware, and the rights of all Parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the

Parties hereto intend that the provisions hereof shall control and there shall not be applicable to the GUC Trust, the Trustee, the Delaware Trustee, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of Trustee accounts or schedules of Trustee fees and charges; (b) affirmative requirements to post bonds for the Trustee, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to the Trustee, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of the Trustee or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee or the Delaware Trustee set forth or referenced in this Trust Agreement. Section 3540 of the Act shall not apply to the GUC Trust.

6.12 **Dispute Resolution**.

(a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 6.12 shall be the exclusive mechanism to resolve any dispute arising under or with respect to this Trust Agreement. For the avoidance of doubt, this Section 6.12 shall not apply to the Reorganized Debtors or any dispute with respect to the resolution of or any

distribution on account of Hair Straightening Claims which shall be governed exclusively by the Plan and the provisions of **Exhibit 3** hereto, as applicable.

(b) **Informal Dispute Resolution**. Any dispute under this Trust Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when a disputing party sends to the counterparty or counterparties a written notice of dispute ("**Notice of Dispute**"). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the Notice of Dispute is received by the counterparty or counterparties, unless that period is modified by written agreement of the disputing party and counterparty or counterparties. If the disputing party and the counterparty or counterparties cannot resolve the dispute by informal negotiations, then the disputing party may invoke the formal dispute resolution procedures as set forth below.

(c) **Formal Dispute Resolution**. The disputing party shall invoke formal dispute resolution procedures, within the time period provided in the preceding subparagraph, by serving on the counterparty or counterparties a written statement of position regarding the matter in dispute ("**Statement of Position**"). The Statement of Position shall include, but need not be limited to, any factual data, analysis or opinion supporting the disputing party's position and any supporting documentation and legal authorities relied upon by the disputing party. Each counterparty shall serve its Statement of Position within thirty (30) days of receipt of the disputing party's Statement of Position, which shall also include, but need not be limited to, any factual data, analysis or opinion supporting the counterparty's position and any supporting documentation and legal authorities relied upon by the counterparty. If the disputing party and the counterparty or counterparties are unable to consensually resolve the dispute within thirty (30) days after the last of all counterparties have served its Statement of Position on the disputing party, the disputing

party may file with the Bankruptcy Court a motion for judicial review of the dispute in accordance with Section 6.12(d) below.

(d) **Judicial Review**. The disputing party may seek judicial review of the dispute by filing with the Bankruptcy Court (or, if the Bankruptcy Court shall not have jurisdiction over such dispute, such court as has jurisdiction pursuant to Section 1.5 above) and serving on the counterparty or counterparties and the Trustee, a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) days of receipt of the last counterparty's Statement of Position pursuant to the preceding subparagraph. The motion shall contain a written statement of the disputing party's position on the matter in dispute, including any supporting factual data, analysis, opinion, documentation and legal authorities, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly administration of the GUC Trust. Each counterparty shall respond to the motion within the time period allowed by the rules of the court, and the disputing party may file a reply memorandum, to the extent permitted by the rules of the court.

6.13 **Effectiveness**. This Trust Agreement shall become effective on the Effective Date.

6.14 **Counterpart Signatures**. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by PDF transmitted by e-mail), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Trust Agreement this ____ day of _____, 2023.

TRUSTEE

_____
Name:

DELAWARE TRUSTEE
[_____]

By:_____
Name:
Title:

EXHIBIT 1

CERTIFICATE OF TRUST OF THE REVLON GUC TRUST

EXHIBIT 2

INVESTMENT GUIDELINES

Consistent with the provisions of Rev. Proc. 94-45 and notwithstanding any other provision of the Trust Agreement, the investment powers of the trustee, other than those reasonably necessary to maintain the value of the assets and to further the liquidating purpose of the trust, must be limited to powers to invest in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary, liquid investments, such as Treasury bills.

In General. Only the following investments will be permitted:

(i) Demand and time deposits, such as certificates of deposit, in banks or other savings institutions whose deposits are federally insured;

(ii) U.S. Treasury bills, bonds, and notes, including, but not limited to, long-term U.S. Treasury bills, bonds, notes, and other Government Securities as defined under Section 2(a)(16) of the Investment Company Act of 1940, 15 U.S.C. § 80a-2(a)(16), including, but not limited to, Fannie Mae, Freddie Mac, Federal Home Loan Bank, and Federal Farm Credit;

(iii) Repurchase agreements for U.S. Treasury bills, bonds, and notes;

(iv) AA or AAA corporate bonds (with the rating awarded by at least two of the three major rating agencies (Standard & Poor's, Moody's, or Fitch); or

(v) Open-ended mutual funds owning only assets described in subparts (i) through (iv) of this subsection.

The value of bonds of any single company and its affiliates owned by the Trust directly rather than through a mutual fund shall not exceed 10% of the investment portfolio at time of purchase; this restriction does not apply to any of the following: Repurchase Agreements; Money Market Funds; U.S. Treasuries; and U.S. Government Agencies.

Any such investments shall be made consistently with the Uniform Prudent Investor Act. The determination of the rating of any investments shall be made by the Trust's financial advisor on the date of acquisition of any such investment or on the date of re-investment. The Trust's financial advisor shall reconfirm that all investments of Trust Assets still meet the original rating requirement on a quarterly basis. If the Trust's financial advisors determine that any particular investment no longer meets the rating requirement, there shall be a substitution of that investment with an investment that meets the ratings requirement as promptly as practicable, but in no event later than the next reporting period. Previously purchased securities downgraded below AA may be held for a reasonable and prudent period of time if the Trust's financial advisor believes it is in the interest of the Trust to do so.

The borrowing of funds or securities for the purpose of leveraging, shorting, or other investments is prohibited. Investment in non-U.S. dollar denominated bonds is prohibited. The

standing default investment instruction for all cash in any account or subaccount that holds any Trust Assets in cash shall be invested in the BlackRock Fed Fund (CUSIP 09248U809).

See example fund-level requirements table on following page.

Fund Level Requirements

1. OTC Derivatives Counterparty Exposure – Not allowed
2. Non-U.S. dollar denominated bonds – Not allowed

TYPE OF INVESTMENT	ELIGIBLE	PROHIBITED	COMMENTS
U.S. Treasury Securities	X		
U.S. Agency Securities	X		
Mortgage-Related Securities		x	
Asset-Backed Securities		x	
Corporate Securities (public)	X		
Municipal bonds	x		
DERIVATIVES:	No investment, including futures, options and other derivatives, may be purchased if its return is directly or indirectly determined by an investment prohibited elsewhere in these guidelines.		
Futures		x	
Options		x	
Currency Forwards		x	
Currency Futures		x	
Currency Options		x	
Currency Swaps		x	
Interest Rate Swaps		x	
Total Return Swaps		x	
Structured Notes		X	
Collateralized Debt Obligations		x	
Credit Default Swaps		X	
Mortgage-Related Derivatives		X	
FOREIGN / NON-U.S. DOLLAR:			
Foreign CDs		X	
Foreign U.S. Dollar Denominated Securities		X	
Non-U.S. Dollar Denominated Bonds		X	
Supranational U.S. Dollar Denominated Securities		X	
COMMINGLED VEHICLES (except STIF):			
Collective Funds		X	
Commingled Trust Funds (open ended mutual funds only)		X	
Common Trust Funds		X	
Registered Investment Companies		X	
MONEY MARKET SECURITIES:			
Qualified STIF		x	
Interest Bearing Bank Obligations Insured by a Federal or State Agency	X		
Commercial Paper		x	
Master Note Agreements and Demand Notes		x	
Repurchase Agreements		x	
OTHER:			
Bank Loans		x	
Convertibles (e.g., Lyons)		x	
Municipal Bonds	X		
Preferred Stock		x	
Private Placements (excluding 144A)	X		
Rule 144A Issues	X		
Zero Coupon Bonds	X		
Commodities		X	
Catastrophe Bonds		X	

EXHIBIT 3

ADMINISTRATION OF HAIR STRAIGHTENING CLAIMS

1. The Trustee shall establish a segregated account ("**QSF Account**") to administer distributions to the eligible holders of Allowed Hair Straightening Claims. The QSF Account shall be funded from the Other General Unsecured Settlement Distribution on the Effective Date with the sum of $[ ].

2. Hair Straightening Claims shall be administered as provided in the Plan. The Trustee shall implement distribution procedures to the eligible holders of Allowed Hair Straightening Claims in an equitable manner and on a *pro rata* basis consistent with the Plan and the Confirmation Order. The Trustee may, but shall not be required to, seek Bankruptcy Court approval of the eligible holders of Allowed Hair Straightening Claims. [Alternatively, the Trustee may seek the direction of the Bankruptcy Court with respect to the manner of implementing distributions to the eligible holders of Allowed Hair Straightening Claims.]

3. The QSF Account is intended to constitute a "qualified settlement fund" ("**QSF**") within the meaning of Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the IRC (the "**QSF Regulations**"), and, to the extent permitted under applicable law, for state and local income tax purposes. The QSF Account shall remain subject to the continuing jurisdiction of the Bankruptcy Court. The Trustee shall obtain a separate taxpayer identification number for the QSF Account.

4. The expenses (including any taxes) of maintaining and administering the QSF Account shall be charged to the QSF Account.

5. No provision of the Trust Agreement or this **Exhibit 3** shall be construed or implemented in a manner that would cause the segregated account to fail to qualify as a QSF within the meaning of the QSF Regulations.

6. The Trustee shall be the "administrator" of the QSF Account within the meaning of Treasury Regulation Section 1.468B-2(k)(3) and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the QSF Account out of the QSF Account, and (ii) comply with all applicable tax reporting and withholding obligations (including as permitted under Section 5.4 of the Trust Agreement).

7. Following the Effective Date, the Trustee shall be responsible for all of the QSF Account's tax matters, including, without limitation, tax audits, claims, defenses and proceedings. The Trustee shall be responsible for causing the QSF Account to satisfy all requirements necessary to qualify and maintain qualification as a qualified settlement fund within the meaning of the QSF Regulations and shall take no action that could cause the QSF Account to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

8. Notwithstanding anything set forth in the Trust Agreement or this **Exhibit 3** to the contrary, none of the Trust Agreement, this **Exhibit 3** nor any document related thereto shall be modified

or amended in any way that could jeopardize or impair the QSF Account's status as a qualified settlement fund within the meaning of the QSF Regulations.

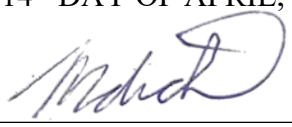
9. Revlon, Inc. shall be the "transferor" to the QSF Account within the meaning of the QSF Regulations and shall comply with the requirements of a "transferor" as set forth in the QSF Regulations.

10. Except as expressly provided otherwise in the Trust Agreement, nothing in this **Exhibit 3** shall be deemed to modify or nullify the provisions of the Trust Agreement with respect to the Trustee's administration of the QSF Account.

11. The QSF Account shall terminate as of the date on which the Bankruptcy Court approves the dissolution upon the satisfaction of the purposes of the QSF Account.

TAB O

THIS IS **EXHIBIT "O"** REFERRED TO IN THE AFFIDAVIT OF ROBERT M. CARUSO, SWORN BEFORE ME OVER VIDEO CONFERENCE THIS 14th DAY OF APRIL, 2023.



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)

NOTICE OF FILING SECOND PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on March 16, 2023, Revlon, Inc. and its and its affiliated debtors and debtors in possession (collectively, the "Debtors") filed the plan supplement (the "First Plan Supplement") [Docket No. 1614] in support of the *Second Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the "Plan").[2]

PLEASE TAKE FURTHER NOTICE THAT the Debtors hereby file this *Plan Supplement for the Second Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "Second Plan Supplement," and together with the First Plan Supplement, the "Plan Supplement") in support of the Plan, which includes the form of the following documents:

Exhibit A-1	Limited Liability Company Agreement
Exhibit A-2	Registration Rights Agreement
Exhibit I-1	New Warrant Agreement
Exhibit I-2	Blackline comparison to Form of New Warrant Agreement as filed on March 9, 2023
Exhibit O	Letter of Intent regarding New Foreign Facility

PLEASE TAKE FURTHER NOTICE THAT all parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained

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

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

in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

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

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

New York, New York
Dated: March 29, 2023

/s/ Robert A. Britton

Paul M. Basta
Alice Belisle Eaton
Kyle J. Kimpler
Robert A. Britton
Brian Bolin
Sean A. Mitchell
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019
Telephone: (212) 373-3000
Facsimile: (212) 757-3990
pbasta@paulweiss.com
aeaton@paulweiss.com
kkimpler@paulweiss.com
rbritton@paulweiss.com
bbolin@paulweiss.com
smitchell@paulweiss.com

Counsel to the Debtors and Debtors in Possession

Exhibit A-1

Limited Liability Company Agreement

This **Exhibit A-1** contains the draft form of Limited Liability Company Agreement for Reorganized Holdings.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit A-1**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

DRAFT 3/29/23

THE LIMITED LIABILITY COMPANY INTERESTS EVIDENCED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION AND (OTHER THAN SHARES ISSUED IN RELIANCE ON THE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY SECTION 1145 UNDER THE BANKRUPTCY CODE (SUBJECT TO CERTAIN EXCEPTIONS UNDER APPLICABLE LAW) OR, AS DETERMINED BY THE BOARD, ANOTHER EXEMPTION SUCH THAT THE TRANSFER OF SUCH SHARES IS NOT RESTRICTED UNDER U.S. FEDERAL SECURITIES LAW) MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH APPLICABLE FEDERAL, STATE OR FOREIGN SECURITIES LAWS. IN ADDITION, TRANSFER OR OTHER DISPOSITION OF THE INTERESTS IS RESTRICTED AS PROVIDED IN THIS AGREEMENT.

[AMENDED AND RESTATED]

LIMITED LIABILITY COMPANY AGREEMENT[1]

of

[REVLON LLC]

dated as of

April __, 2023

[1] This draft remains subject to ongoing discussions, review and revision.

Article I
DEFINITIONS AND RULES OF CONSTRUCTION

Article II
ORGANIZATION

Article III
MEMBERS; BENEFICIAL OWNERS; ADDITIONAL OWNERS; SHARES

Article IV
FISCAL YEAR

Article V
DISTRIBUTIONS

Article VI
MANAGEMENT OF THE COMPANY

Article VII
MATTERS RELATING TO AN IPO; REGISTRATION RIGHTS

Article VIII
REPRESENTATIONS AND WARRANTIES

Article IX
TRANSFERS

Article X
INDEMNIFICATION AND EXCULPATION

Article XI
BOOKS OF ACCOUNT; INFORMATION RIGHTS; CONFIDENTIALITY

Article XII
DURATION AND TERMINATION OF COMPANY

Article XIII
GENERAL

[AMENDED AND RESTATED] LIMITED LIABILITY COMPANY AGREEMENT
OF
[REVLON LLC]

This [Amended and Restated] Limited Liability Company Agreement (this "**Agreement**") of [REVLON] LLC is made and entered into as of April __, 2023 ("**Effective Date**"), by and among (i) [Revlon LLC], a Delaware limited liability company (the "**Company**"), (ii) any Person who shall hereafter become a party hereto, and a member of the Company, as set forth herein (each Person in clause (ii), a "**Direct Owner**", and collectively, the "**Direct Owners**"), (iii) each Person who is deemed to be a party to this Agreement as a Beneficial Owner (but not as a Direct Owner) pursuant to the Plan of Reorganization, (iv) any other Person who shall hereafter become or be deemed to become a party hereto as a Beneficial Owner (but not as a Direct Owner) as set forth herein (such Beneficial Owners as referenced in clauses (iii) and (iv), together with the Direct Owners, collectively, the "**Owners**"), and (v) Cede & Co. (as defined below), a member of the Company (Cede & Co. and each Direct Owner, a "**Member**", and collectively, the "**Members**").

RECITALS:

WHEREAS, [Revlon, Inc.] and certain affiliated debtors filed the Second Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code Case No. 22-10760 (DSJ) (as may be amended, supplemented, or otherwise modified from time to time, including all exhibits, schedules, supplements, appendices, annexes, and attachments thereto, the "**Plan of Reorganization**") on March 16, 2023, which was confirmed by the United States Bankruptcy Court for the Southern District of New York on [April] [•], 2023 by the order of such Court confirming such Plan of Reorganization [Docket No. [•]] (the "**Confirmation Order**");[2]

WHEREAS, a Certificate of Formation of the Company was filed with the Secretary of State of the State of Delaware on [ ], 2023, [and the Company has been formed and is currently governed by that certain Limited Liability Company Agreement of the Company, dated as of [ ], 2023 (the "**Original Agreement**")];

WHEREAS, the Owners party hereto as of the date hereof have each received Shares (as hereinafter defined) either as a direct registered holder or as a holder of Beneficial Interests (as defined below), as applicable, pursuant to the Plan of Reorganization (including pursuant to the Equity Rights Offering (as defined in the Plan of Reorganization) in connection therewith) and the Confirmation Order;

WHEREAS, as of the Effective Date, each Person entitled to receive Shares pursuant to the terms of the Plan of Reorganization and the Confirmation Order is (i) entitled to, and permitted only to, receive Shares through DTC (as defined below), and (ii) deemed a party to this Agreement as a "Beneficial Owner" without the requirement to execute this Agreement;

[2] Recitals subject to further revision to reflect emergence structure.

WHEREAS, all Persons who after the date hereof are issued Shares (or Beneficial Interests in respect of newly issued Shares, as applicable) or receive Shares (or Beneficial Interests, as applicable) pursuant to a Transfer from an existing Owner shall be deemed to be parties to this Agreement without the need to sign a joinder to this Agreement (subject to Section 9.5(c)); and

WHEREAS, the Owners and Members desire to establish in this Agreement certain rights and obligations of the parties relating to the governance of the Company and certain other matters, as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein made and intending to be legally bound, effective as of the Effective Date, the parties hereby [amend and restate the Original Agreement in its entirety and] enter into this Agreement in order to set forth certain agreements and understandings regarding the Company:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 *Definitions*. As used in this Agreement, the following terms shall have the following meanings:

"**Accelerated Buyer**" has the meaning set forth in Section 3.4(e).

"**Accelerated Sale Notice**" has the meaning set forth in Section 3.4(e).

"**Accredited Investor**" means an accredited investor as defined in Regulation D promulgated under the Securities Act.

"**Act**" means the Delaware Limited Liability Company Act, as amended or superseded from time to time.

"**Affiliate**" means, with reference to a specified Person, a Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the specified Person, including any venture capital, private equity or other investment fund or account that is controlled by one or more general partners or managing members of, or shares the same management company, investment advisor or manager (or similar entity with discretionary authority) with, such Person, and the term "Affiliated" shall have the correlative meaning. The Company and its Subsidiaries and controlled Affiliates shall not be considered Affiliates of any Member or any Owner or of any Member's Affiliates or Owner's Affiliates for purposes of this Agreement.

"**Aggregate Undiluted Shares**" means, as of any given date, the aggregate number of issued and outstanding Shares as of such date, excluding the Excluded Shares.

"**Agreement**" has the meaning set forth in the preamble.

"**Applicable Law**" means, with respect to any Person, all provisions of laws, statutes, ordinances, rules, regulations, permits, certificates, judgments, decisions, decrees or orders of any Governmental Authority applicable to such Person.

"**Asset Sale**" has the meaning assigned to such term in the definition of Company Sale.

"**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

"**Beneficial Interest**" means, with respect to any Beneficial Owner, the securities entitlement held by such Beneficial Owner in the Shares it Beneficially Owns.

"**Beneficial Owner**" means any Person owning a securities entitlement with respect to Shares registered to Cede & Co. (or such other nominee as may be selected by DTC), as nominee for DTC, which securities entitlement is held directly or indirectly (disregarding the third sentence of Section 3.1(a)) through the book-entry system maintained by DTC and DTC Participants and which securities entitlement has not been credited to any other Person's securities account. "**Beneficially Owns**" and "**Beneficially Owned**" shall have the correlative meanings.

"**Board**" has the meaning set forth in Section 6.2(a).

"**Board Committee**" has the meaning set forth in Section 6.2(h).

"**Board of Managers**" has the meaning set forth in Section 6.2(a).

"**Business Day**" means any day other than (a) Saturday and Sunday in New York, New York, and (b) any other day on which banks located in New York, New York are required or authorized by law to remain closed.

"**Cede & Co.**" means Cede & Co., as nominee for DTC, or such other nominee as may be selected by DTC, as nominee for DTC, which is the registered holder of the Shares under this Agreement on behalf of the Beneficial Owners.

"**Certificate of Formation**" has the meaning set forth in Section 2.1.

"**Chairman**" has the meaning set forth in Section 6.2(g).

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

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

"**Committee Designated Managers**" has the meaning set forth in Section 6.2(b).

"**Communication**" has the meaning set forth in Section 11.2(b).

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

"**Company Sale**" means (i) the occurrence of a merger, consolidation, share exchange, business combination or other sale involving the Company and its Subsidiaries or similar corporate transaction involving the Company and its Subsidiaries, whether or not the Company is the surviving entity in any such transaction, other than a transaction which would result in the voting power of the securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving or owning entity) at least a majority of the voting power of the securities of the Company or such surviving or owning entity immediately after such transaction (any transaction referred to in this clause (i), a "**Business Combination**"), (ii) any Transfer of all (but not less than all) of the outstanding Shares in any transaction or series of related transactions (any transaction or series of related transactions referred to in this clause (ii), a "**Share Transfer**") or (iii) any direct or indirect sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the assets of the Company followed by a distribution of the proceeds ("**Asset Sale**").

"**Competitor**" means (i) any Person (together with its Related Persons) that owns or operates assets involved in the cosmetics, hair color, hair care, fragrances, skincare, or beauty care products businesses (collectively, "**Beauty Companies**"), (ii) any Person (together with its Related Persons) that directly or indirectly (A) holds equity interests in any Beauty Company where such equity interests collectively represent greater than 50% of the asset value, or account for greater than 50% of the revenue of, such Person, or (B) controls (as such term has the meaning set forth in the definition of "Affiliate") any Beauty Company or (iii) any other Person as determined from time to time and posted to the Datasite that the Board determines in good faith poses a material competitive risk to the Company or any of its Subsidiaries; *provided* that in the case of clauses (i) or (ii), the Board (excluding the vote of any Manager appointed by, or otherwise affiliated with, a Competitor (as defined without giving effect to this proviso) may determine in good faith that a Person that would be a Competitor pursuant to the foregoing clauses (i) or (ii) shall be deemed to not be a Competitor, notwithstanding clauses (i) or (ii) of this definition.

"**Confidential Information**" means all confidential or proprietary information about the Company, its direct and indirect Subsidiaries or any of their respective businesses, including financial statements, reports, and the terms (but not the existence) of this Agreement, and any confidential or proprietary information about the Company, its Subsidiaries or any of their respective businesses to which an Owner or Member is provided access. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is generally available, or is made generally available, to the public other than as a result of a direct or indirect disclosure by the relevant Owner or Member, or (ii) becomes available to the relevant Owner or Member on a non-confidential basis without breaching any confidentiality obligations to the Company or its Subsidiaries from a source other than the Company or any of its Subsidiaries, or any of their respective Representatives, successors or assigns. For the avoidance of doubt, the Equity Ledger shall be deemed Confidential Information and, unless permitted by the provisions of Section 11.2, shall not be publicly available or disclosed to any Person (including to other Owners or Members) without the prior approval of each of the Owners and Members; provided, the Company may disclose a redacted Equity Ledger that does not disclose the name or holdings of any individual Owner or Member but which discloses the aggregate holdings of all Owners and Members.

"**Control**", "**Controls**", "**Controlling**" or "**Controlled**" means in the case of any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies and/or decision making of such Person, whether through the ownership of voting securities, by contract, operation of law or otherwise.

"**Convertible Securities**" has the meaning assigned to such term in the definition of Equity Securities.

"**Covered Person**" means (i) each Manager, director or officer of the Company or any of its Subsidiaries and, after the date hereof, each former Manager, director or officer of the Company or any of its Subsidiaries, (ii) Cede & Co. and each employee, authorized signatory, partner, member, manager, agent or other Representative of Cede & Co. or of an Affiliate of Cede & Co., as applicable, and (iii) each Owner and each Member and each former Owner and former Member, and each of their respective Representatives.

"**Credit Agreement**" means that certain Term Credit Agreement, dated as of [●], 2023, among Revlon Consumer Products Corporation, a Delaware corporation (as the borrower thereunder), the Company, the financial institutions or other entities from time to time parties thereto and Jefferies Finance LLC, as administrative agent and collateral agent thereunder, as may be amended, restated, supplemented, waived or otherwise modified from time to time, and including any credit agreement entered into in replacement thereof.

"**Datasite**" has the meaning set forth in Section 11.1(d).

"**Depository**" or "**DTC**" shall mean The Depository Trust Company, New York, New York, or such other depository of Shares as may be selected by the Company as specified herein.

"**Depository Agreement**" means the Blanket Issuer Letter of Representations from the Company to DTC, dated as of [ ], 2023, as the same may be amended or supplemented from time to time.

"**Designating Key Owners**" mean, as of any relevant date of determination, (i) if three or more Key Owner Committee Members each have an Undiluted Ownership Percentage of at least 10%, then the three Key Owner Committee Members whose Undiluted Ownership Percentage is the highest, or (ii) if two (but not more than two) Key Owner Committee Members each have an Undiluted Ownership Percentage of at least 10%, then each of such two Key Owner Committee Members. For the avoidance of doubt, if at the relevant date of determination only one Key Owner Committee Member has (or no Key Owner Committee Member has) an Undiluted Ownership Percentage of at least 10%, there shall be no Designating Key Owners.

"**Designating Key Owner Termination Date**" means the earliest date from and after the Effective Date on which there are less than two Key Owner Committee Members with an Undiluted Ownership Percentage of at least 10%.

"**Direct Owner**" has the meaning set forth in the preamble. For the avoidance of doubt, each Direct Owner is a Member of the Company.

"**Disproportionately Affected Owner**" has the meaning set forth in Section 13.5.

"**Dissolution Event**" has the meaning set forth in Section 12.1.

"**Drag-Along Agents**" has the meaning set forth in Section 9.3.

"**Drag-Along Sale Notice**" has the meaning set forth in Section 9.3.

"**Drag-Along Sale**" has the meaning set forth in Section 9.3.

"**Drag-Along Sellers**" has the meaning set forth in Section 9.3.

"**Drag-Along Rights**" has the meaning set forth in Section 9.3.

"**Dragged Person**" has the meaning set forth in Section 9.3.

"**Dragging Seller**" has the meaning set forth in Section 9.3.

"**DTC Participants**" means, collectively, the participants for which DTC holds and provides asset servicing.

"**Effective Date**" has the meaning set forth in the preamble.

"**Equity Ledger**" has the meaning set forth in Section 3.1(c).

"**Equity Securities**" means (i) any LLC Interests, Shares, capital stock, partnership, membership or limited liability company interests or other equity interests (including other classes, groups or series thereof having such relative rights, powers, duties, obligations and liabilities as may from time to time be established by the Board or other relevant governing body, including rights, powers, duties, obligations and liabilities different from, senior to or more favorable than existing classes, groups and series of Shares, capital stock, partnership, membership or limited liability company interests or other equity interests, and including any profits interests), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Shares, capital stock, partnership interests, membership or limited liability company interests or other equity interests (collectively, "**Convertible Securities**"), and (iii) warrants, options or other rights to purchase or otherwise acquire Shares, capital stock, partnership interests, membership or limited liability company interests or other equity interests (collectively, "**Options**").

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time of reference.

"**Excluded Shares**" means (i) any Shares issued upon the exercise of any Warrants and (ii) any Shares issued pursuant to the Management Incentive Plan.

"**Fiscal Year**" has the meaning set forth in Section 4.1.

"**Global Security**" means the global certificate or certificates issued to DTC as provided in the Depository Agreement, each of which shall be in substantially the form attached hereto as Exhibit A.

"**Governmental Authority**" means any U.S. or non-U.S. federal, state, county, local or municipal government (or similar authority), or political subdivision thereof, any governmental agency, authority, board, bureau, commission, department, instrumentality, or public body, or any court or administrative tribunal.

"**Held of Record**" or "**held of record**" shall have the same definition as set forth in Rule 12g5-1 under the Exchange Act, or any successor provision. "**Hold of Record**", "**Holder of Record**" and "**Holders of Record**" (including when such terms are used without capitalization) shall have correlative meanings.

"**Indemnified Losses**" has the meaning set forth in Section 10.1(a).

"**Independent Manager**" means (i) with respect to any person who is a Manager designated by the Key Owner Committee Members or the Designating Key Owners, as applicable, that such person is neither an employee nor an Affiliate of any Key Owner Committee Member or Designating Key Owner or any of their respective Related Persons, and has no, and has had no, relationship with any Key Owner Committee Member or Designating Key Owner or with any of their respective Related Persons which is material to that person's ability to be independent from such Key Owner Committee Member or Designating Key Owner in connection with the duties as Independent Manager, (ii) with respect to any other Manager (other than the CEO Manager), a Manager that is independent from: (A) the Company pursuant to the standard for independence under the rules of the New York Stock Exchange (as if such rules applied to the Company); and (B) each (a) Owner that holds (together with its Related Persons) more than one percent (1%) of the issued and outstanding Shares, and (b) Person that has an outstanding loan to the Company or its Subsidiaries (together with each Owner of more than one percent (1%) of the issued and outstanding Shares, the "**Interested Parties**"), which Manager shall not have a material relationship with any Interested Party, as determined by the Board in good faith, including, but not limited to, serving or formerly serving (within the last three years) as an employee, director, officer or partner of an Interested Party, being an immediate family member of a current or former (within the last three years) employee, director, officer or partner of an Interested Party, receiving in excess of $120,000 of direct compensation from an Interested Party in any of the last three years, or having a financial interest in an Interested Party.

"**Indirect Participants**" means, collectively, any U.S. and non-U.S. securities, brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly.

"**IPO**" means an Initial Public Offering (as defined in the Registration Rights Agreement).

"**Joinder**" means a written undertaking in customary form pursuant to which a Member or Owner, as applicable, acknowledges and agrees that such Member or Owner is bound by the

terms and conditions of this Agreement, including making the applicable representations and warranties set forth in Section 8.1.

"**Key Owner Committee Members**" means each of (i) Angelo, Gordon & Co. L.P., (ii) Glendon Capital Management L.P., (iii) King Street Capital Management, L.P., and (iv) Nut Tree Capital Management, LP.; provided that each Owner that is a Key Owner Committee Member shall automatically cease to be a Key Owner Committee Member at such time as the Undiluted Ownership Percentage of such Key Owner Committee Member is less than the lesser of (i) 7% or (ii) 66 2/3% of the Undiluted Ownership Percentage of such Key Owner Committee Member as of the date of this Agreement. For the avoidance of doubt, when a Key Owner Committee Member ceases to be a Key Owner Committee Member as a result of such Key Owner Committee Member's Undiluted Ownership falling below the applicable threshold set forth in the preceding sentence, any subsequent increase of such Key Owner Committee Member's Undiluted Ownership Percentage above the applicable threshold will not result in such Person again becoming a Key Owner Committee Member.

"**Key Owner Committee Termination Date**" means the first to occur of (i) such time as the Key Owner Committee Members and their Related Persons hold in the aggregate less than 40% of the Aggregate Undiluted Shares, (ii) such time as the Key Owner Committee is terminated by the Key Owner Committee Members and (iii) the 18-month anniversary of the Effective Date.

"**Key Owner Designated Managers**" has the meaning set forth in Section 6.2(b).

"**LLC Interests**" means the limited liability company interests in the Company, including the Shares and any other limited liability company interests in the Company issued in accordance with the terms set forth in Article III.

"**Lockup Period**" has the meaning set forth in Section 7.3.

"**Malfeasance**" means, with respect to any Covered Person, gross negligence, fraud or willful misconduct of such Covered Person, or material breach of this Agreement by such Covered Person.

"**Management Incentive Plan**" means [a management incentive plan or arrangement that provides for the granting of equity or equity-based awards in the Company or a direct or indirect Subsidiary of the Company to [Managers], employees, independent contractors and other service providers of the Company or any of its Subsidiaries][3].

"**Manager**" has the meaning set forth in Section 6.2(a).

"**Member**" has the meaning set forth in the preamble.

"**Non-Employee Person**" has the meaning set forth in Section 6.7.

"**Notice**" has the meaning set forth in Section 13.3.

[3] Description to be confirmed.

"**Offered Securities**" has the meaning set forth in Section 3.5(a).

"**Options**" has the meaning assigned to such term in the definition of Equity Securities.

"**Owner**" has the meaning set forth in the preamble.

"**Person**" means any individual or entity, including any exempted company, exempted limited partnership, private limited company, corporation, partnership, limited partnership, limited liability company, trust, charitable trust or other legal entity, whether organized in the United States or another jurisdiction, or any unincorporated association, or Governmental Authority.

"**Plan of Reorganization**" has the meaning set forth in the recitals.

"**Preemptive Rights Holder**" has the meaning set forth in Section 3.4(a).

"**Prospective Buyer**" shall mean any Person proposing to purchase or otherwise acquire Shares from a Tag-Along Seller.

"**Prospective Drag Purchaser**" has the meaning set forth in Section 9.3.

"**Registration Rights Agreement**" means the Registration Rights Agreement substantially in the form attached hereto as Exhibit B.

"**Related Party Transaction**" means any contract, agreement, transaction or other arrangement (whether written or unwritten) between the Company or any of its Subsidiaries, on the one hand, and (i) any Person (together with its Related Persons) directly or indirectly owning, controlling or holding the power to vote (including pursuant to a contract, agreement, arrangement or other understanding), 5% or more of the outstanding Shares or other Equity Securities, or any officer, director or Affiliate of any such person or such person's Related Persons, (ii) any officer or Manager (or equivalent) of the Company or any of its Subsidiaries or any Affiliate of any of the foregoing persons (excluding any compensation arrangements approved by the Board or a Board Committee), or (iii) any members of the "immediate family" (as such terms are respectively defined in Rule 16a-1 of the Securities Exchange Act of 1934) of any of the persons referenced in clause (i) or clause (ii), on the other hand; provided, that it shall not include any contract, agreement, transaction or other arrangement that is solely between the Corporation and/or any one or more of its wholly-owned Subsidiaries.

"**Related Persons**" means, with respect to a Person, and without duplication, (i) such Person's Affiliates and (ii) any fund, account, investment vehicle or co-investment vehicle that is controlled, managed, advised or sub-advised by such Person or any of its Affiliates or the same investment manager, advisor or sub-advisor as such Person or any Affiliate of such investment manager, advisor or sub-advisor.

"**Representatives**" means, with respect to any Person, any of such Person's Affiliates, managers, partners, shareholders, members, trustees, officers, employees, agents, counsel, advisors, directors, contractors, engineers and similar representatives. For purposes of this Agreement, the Owners shall not be deemed Representatives of one another.

"**Rule 144**" means Rule 144 (or any successor provisions) under the Securities Act.

"**Secondary Indemnitors**" has the meaning set forth in Section 10.1(d).

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Shares**" has the meaning set forth in Section 3.2(b).

"**Subsidiary**" means, with respect to any Person, any other Person that is Controlled, directly or indirectly, by such Person. Unless the context indicates otherwise, "Subsidiary" refers to a Subsidiary of the Company. For the avoidance of doubt, neither the Company nor its Subsidiaries will be treated as a Subsidiary of any Owner or Member or Affiliate of such Owner or Member.

"**Tag-Along Notice**" has the meaning set forth in Section 9.2(a)(i).

"**Tag-Along Offer**" has the meaning set forth in Section 9.2(a)(i).

"**Tag-Along Portion**" means, with respect to any given Owner and any given Tag-Along Sale, the aggregate number of Shares of the Owner on the date of the Tag-Along Notice *multiplied by* a fraction, the numerator of which is the number of Shares proposed to be sold in the Tag-Along Sale by the Tag-Along Seller and the denominator of which is the aggregate number of Shares of the Tag-Along Seller on the date of the Tag-Along Notice.

"**Tag-Along Right**" has the meaning set forth in Section 9.2(b).

"**Tag-Along Sale**" has the meaning set forth in Section 9.2(a).

"**Tag-Along Notice Period**" has the meaning set forth in Section 9.2(b).

"**Tag-Along Response Notice**" has the meaning set forth in Section 9.2(b).

"**Tag-Along Seller**" has the meaning set forth in Section 9.2(a).

"**Tagging Person**" has the meaning set forth in Section 9.2(a)(ii).

"**Term**" has the meaning set forth in Section 2.7.

"**Transfer**" means a transfer by any Person of the Shares in any form, including pursuant to a sale, assignment, conveyance, pledge, encumbrance, hypothecation or other disposition of all or any part of a Share or any interest therein (including pursuant to any direct or indirect participation right, total return swap or other arrangement that transfers an economic interest in the Shares). For the avoidance of doubt, the term "Transfer" includes a transfer of Shares by a Beneficial Owner through DTC. The term "Transfer" will include a direct or indirect transfer (or series of related direct or indirect transfers) of any interest in an Owner if the value of the Shares held (directly or indirectly) by the Owner constitutes more than ten percent (10%) of the value being transferred disregarding any cash, cash equivalents and marketable securities involved in such transfer.

"**Transfer Costs**" has the meaning set forth in Section 9.5(d).

"**Undiluted Ownership Percentage**" means, with respect to any Owner or group of Owners, (i) the number of Shares (excluding Excluded Shares) owned by such Owner (together with its Related Persons) or group of Owners (together with their Related Persons) as of any date of calculation *divided by* (ii) the Aggregate Undiluted Shares outstanding as of such date of calculation, expressed as a percentage.

"**Warrant**" or "**Warrants**" means those certain warrants of the Company issued pursuant to, and subject to the terms and conditions of, the Warrant Agreement.

"**Warrant Agreement**" means that certain Warrant Agreement dated as of [ ], 2023 between the Company and American Stock Transfer & Trust Company, LLC, as warrant agent, as it may be amended or amended and restated from time to time.

Section 1.2 *Interpretation*. All references herein to "Articles," "Sections" and "Paragraphs" shall refer to corresponding provisions of this Agreement. All Exhibits, Annexes and Schedules annexed or attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit, Annex or Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent in writing and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Any references to a statute include the rules and regulations promulgated thereunder in effect from time to time. References to a Person are also to its permitted successors and assigns. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The term "good faith" as used in this Agreement shall mean subjective good faith as understood under Delaware law. It is recognized that references to "Members and Owners", "Members and Direct Owners" and similar references include an overlap of Persons.

ARTICLE II
ORGANIZATION

Section 2.1 *Formation of Company*. The Company was duly formed upon the filing of the certificate of formation of the Company with the Secretary of State of the State of

Delaware on [ ], 2023, which certificate sets forth the information required by Section 18-201 of the Act (the "**Certificate of Formation**"). The formation of the Company as a limited liability company under the Act, and all actions taken by the person, as an "authorized person" of the Company within the meaning of the Act, who executed and filed the Certificate of Formation are hereby adopted and ratified. This Agreement constitutes the "limited liability company agreement" of the Company within the meaning of the Act. This Agreement shall govern the relationship of the Owners and the Members, except to the extent a provision of this Agreement is expressly prohibited under the Act, and shall be binding upon each Owner and Member (including a Person who becomes an Owner or Member pursuant to a Transfer permitted by this Agreement) whether or not such Owner or Member has executed this Agreement. If any provision of this Agreement is prohibited under the Act, this Agreement shall be considered amended to the least degree possible in order to make such provision effective under the Act. Each Manager or its designee is hereby designated as an "authorized person" of the Company within the meaning of the Act and is hereby authorized and directed to file any necessary amendments to the Certificate of Formation in the office of the Secretary of State of the State of Delaware and such other documents as may be required or appropriate under the Act or the laws of any other jurisdiction in which the Company may conduct business or own property. The Shares and any other Equity Securities of the Company shall constitute personal property of the owner thereof for all purposes and an Owner or Member has no interest in specific Company property.

Section 2.2 *Name*. The name of the limited liability company is "[Revlon LLC]". The Board may change the name of the Company or adopt such trade or fictitious names for use by the Company as the Board may from time to time determine; provided such name contains the words "Limited Liability Company," the abbreviation "L.L.C." or the designation "LLC." All business of the Company shall be conducted under such names and title to all assets or property owned by the Company shall be held in such names.

Section 2.3 *Purpose.* Subject to the other terms of this Agreement, as applicable, the purpose and nature of the business to be conducted by the Company shall be to engage directly in, or enter into or form any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that lawfully may be conducted by a limited liability company organized pursuant to the Act and, in connection therewith, to exercise all of the rights and powers conferred upon the Company pursuant to the agreements relating to such business activity.

Section 2.4 *Powers*. Subject to the other terms of this Agreement, as applicable, the Company shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in Section 2.3. Notwithstanding anything in this Agreement to the contrary, nothing set forth herein shall be construed as authorizing the Company to take or engage in any action forbidden by law to a limited liability company organized under the laws of the State of Delaware.

Section 2.5 *Principal Place of Business*. The Company shall maintain an office and principal place of business at such place or places as the Board may determine from time to time.

Section 2.6 *Registered Office and Registered Agent*. The name of the Company's registered agent for service of process shall be [The Corporation Trust Company, and the address of the Company's registered agent and the address of the Company's registered office in the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801][4]. The registered agent and the registered office of the Company may be changed from time to time by the Board.

Section 2.7 *Term*. The term of existence of the Company (the "**Term**") shall continue until the Company is terminated, dissolved or liquidated in accordance with this Agreement and the Act.

Section 2.8 *No State-Law Partnership; Tax Status*. The Members and Owners intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member or Owner be a partner or joint venturer of any other Member or Owner by virtue of this Agreement, and neither this Agreement nor any other document entered into by the Company, any Member or any Owner relating to the subject matter hereof shall be construed to suggest otherwise. The Members and Owners intend that the Company shall be treated as a corporation for U.S. federal and, if applicable, state or local income tax purposes. The Company shall file an election on Internal Revenue Service Form 8832 to elect to be treated as a corporation for U.S. federal income tax purposes, and the Company and its Members and Owners are authorized to take any and all actions in connection therewith. Each Member and Owner and the Company shall (i) file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment and (ii) not take any action inconsistent with such treatment.

Section 2.9 *Title to Company Assets*. All Company assets, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company, and no Member or Beneficial Owner individually, shall have any direct ownership interest in such property.

Section 2.10 *Non-Voting Equity Securities*. The Company shall not issue any non-voting Equity Securities to the extent prohibited by Section 1123(a)(6) of the Bankruptcy Code; provided, however, that the foregoing restriction (i) shall have such force and effect only for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Company; (ii) shall not have any further force or effect beyond that required under Section 1123(a)(6) of the Bankruptcy Code; and (iii) may be amended or eliminated in accordance with applicable law as from time to time may be in effect.

ARTICLE III
MEMBERS; BENEFICIAL OWNERS; ADDITIONAL OWNERS; SHARES

Section 3.1 *Members; Beneficial Owners; Binding Nature of this Agreement*. (a) A Person shall be admitted as a Member and shall become bound by the terms of this Agreement if such Person purchases or otherwise acquires any Shares in accordance with the provisions of this Article III and holds them directly in accordance with Section 3.2(c). A Person shall become bound by the terms of this Agreement as a Beneficial Owner if such Person purchases or

[4] To be confirmed upon formation.

otherwise acquires any Shares and holds them indirectly in accordance with Section 3.2(c). For purposes of this Agreement, and except as the context otherwise requires, Shares that are "held directly" are held by the Members, as the registered owners of the Shares, and Shares that are "held indirectly" are held through DTC, on behalf of the Beneficial Owners and similar terms such as "hold directly" or "hold indirectly" will be construed accordingly. Pursuant to the Plan of Reorganization, each Person that is entitled to receive Shares pursuant to the terms of the Plan of Reorganization (including Shares issued pursuant to the Equity Rights Offering (as defined in the Plan of Reorganization)) is automatically deemed to have accepted the terms of this Agreement (in its capacity as a Member or Beneficial Owner, as applicable) and is automatically deemed to be a party hereto as a Member or Beneficial Owner, as applicable as if, and with the same effect as if, such Person had delivered a duly executed counterpart signature page to this Agreement, in each case, without any further action by any party. For the avoidance of doubt, no further approval of the Board, any Member, any Beneficial Owner or any other Person shall be required with respect to the foregoing. Notwithstanding anything to the contrary in this Section 3.1(a), Cede & Co. shall automatically be admitted as a Member upon its acquisition of Shares regardless of whether Cede & Co. signs this Agreement.

(b) Each Person that becomes a Member or a Beneficial Owner after the Effective Date shall be automatically admitted as a Member or a Beneficial Owner, as applicable, upon such Person's acquisition of Shares (whether direct or indirect) without the need to execute this Agreement or a joinder hereto, and shall have all the rights, and be subject to all the obligations, set forth in this Agreement with respect to Members and Beneficial Owners, as applicable, and as provided under the Act. The Company shall at all times make this Agreement available to each Member and Beneficial Owner on the Datasite and shall deliver or transmit a copy of this Agreement to a Member or Beneficial Owner upon written request, and each Person that becomes a Member or a Beneficial Owner after the Effective Date shall be deemed to have received this Agreement and to have made the representations and warranties set forth in Section 8.1.

(c) [Each of (i), the names of the Beneficial Owners, and the Beneficial Interests held by them, as of the Effective Date, and (ii) the number of Shares held by Cede & Co. as of the Effective Date, will be set forth on an equity ledger (the "**Equity Ledger**") that shall be maintained and updated by the Company or a transfer agent on its behalf (without the consent of any Member or Beneficial Owner) from time to time to reflect (i) any change in ownership of Shares directly held, or change in Beneficial Ownership, permitted under this Agreement, including any permitted change as a result of any Transfers or any issuance of Shares held directly or transfers of Beneficial Interests and (ii) any change in whether Shares are held directly or held indirectly. Absent manifest error, the ownership interests recorded on the Equity Ledger shall be the conclusive record of the Shares that exist at such time and the other information required to be set forth thereon. Any reference in this Agreement to the Equity Ledger shall be deemed a reference to the Equity Ledger as amended and updated and in effect from time to time.][5]

(d) [Under the Plan of Reorganization, in order for a Person entitled to receive Shares under the Plan of Reorganization (including pursuant to the Equity Rights Offering (as

[5] To be confirmed.

defined in the Plan of Reorganization)) to in fact receive those Shares, the Person is required to take certain actions as set forth in the Plan of Reorganization. The following will apply with respect to any such Person who has not taken the requisite steps as of the date hereof: the Shares to which such Person is entitled will be reserved, but not issued unless and until such Person (or its Representative) takes the requisite actions set forth in Section [ ] of the Plan of Reorganization. If the Person (or its Representative) takes the requisite actions prior to the time that in accordance with the Plan of Reorganization such Person's entitlement to such Shares is forfeited, then at the time such Person takes the requisite actions (i) the applicable Shares will be issued by the Company to such Person (or, if applicable, such Person will receive such Shares through DTC) and the Equity Ledger will be updated, (ii) on the date of issuance such Person will receive any distributions that would have been paid on the relevant Shares on or prior to such date had the relevant Shares been issued as of the date hereof and (iii) with respect to any distribution with a record date prior to the issue date of the relevant Shares and a payment date after the issue date, such Person will receive such distribution on the applicable payment date regardless of the fact that the Shares were not outstanding on the relevant record date. If the Person does not take the requisite actions provided for in Section [ ] of the Plan of Reorganization prior to the forfeiture of the entitlement to the relevant Shares as set forth in the Plan of Reorganization, (i) such Shares will not be issued to such Person, (ii) such Person shall be entitled to no rights or benefits in respect thereof under this Agreement or otherwise, and (iii) such Person will never have been, and shall not be, a member of the Company, Member or Owner in respect of the Shares it was entitled to receive under the Plan of Reorganization. Notwithstanding anything in this Agreement to the contrary, during the period between the date hereof and the date of issuance of the relevant Shares (or the forfeiture of the entitlement thereto, as applicable), such Person will have no rights or benefits under this Agreement or otherwise but will be required to comply with the relevant terms of this Agreement, including Section 9.3.][6]

(e) The Company shall be entitled to request from time to time as is reasonably necessary that any Owner (or applicable group of Owners, as the case may be) provide to the Company reasonably satisfactory evidence of its or their then-present ownership of Shares in order to verify the applicability of the rights, obligations or eligibility of such Owner or Owners under this Agreement (including in connection with effecting the rights, obligations or eligibility of Owners under Section 3.4, Article VII, Section 9.2, Section 9.3 or Annex A), it being understood that the exercise of any applicable rights by any Owner (or applicable group of Owners, as the case may be) shall be subject to the Company being reasonably satisfied that any applicable ownership threshold or other applicable ownership requirement has been met. The information provided under this Section 3.1(e) shall be treated by the Company, including each member of the Board, as strictly confidential, and such holdings information shall not be shared with any other Member or Owner unless consented to in writing by such Owner.

Section 3.2 *Shares; DTC.* (a) The limited liability company interests of the Company will be represented by one or more classes of LLC Interests. The total number and type of LLC Interests will be determined by the Board.

(b) As of the Effective Date, (i) the Company is authorized to issue one (1) class of LLC Interests, which is designated as "Common Shares" (the "**Shares**") and (ii) as of

[6] To be confirmed.

the Effective Date, after giving effect to the issuance of Shares pursuant to the Plan of Reorganization, the initial aggregate number of Shares outstanding (or reserved for issuance pursuant to the Plan of Reorganization) is [●].

(c) Unless required by law and except as set forth in Section 3.6, the Shares will initially be uncertificated and in book-entry form, provided that the Board may determine, at any time that some or all of the Shares or other Equity Securities may be certificated at the option of the Member or Direct Owner. Unless otherwise approved by the Board, all Shares of the Company held (directly or indirectly) by a Member or Owner will be required to be held and cleared through DTC. No Person (other than such Person as may be designated by DTC as nominee for DTC) shall become a Direct Owner after the Effective Date without the approval of the Board. Notwithstanding the foregoing, (A) the Board may determine to permit one or more Members or Owners (x) that are not otherwise eligible to hold Shares through DTC to do so (and otherwise waive the foregoing requirements); provided that any such permission granted by the Board may be on such terms and conditions as the Board may determine. With respect to such Shares held through DTC, the Beneficial Interests of the Beneficial Owner and not the registered owner (i.e., Cede & Co.) will, except insofar as the context may otherwise require, be determinative for purposes of complying with the terms and conditions of this Agreement (including compliance with provisions relating to Transfers set forth in Article IX hereof). For the sake of clarity, Transfers of Beneficial Interests by Beneficial Owners shall be subject to the terms and conditions Article IX that are otherwise applicable to Members.

(d) Notwithstanding anything to the contrary in this Agreement, the Board shall, subject always to the Act and any other Applicable Law and regulations and the facilities and requirements of any relevant system concerned (including DTC), have power to implement any arrangements, in its absolute discretion, it may deem reasonably appropriate in relation to the evidencing of title to and Transfer of the Shares (or Beneficial Interests or other interests therein), and to the extent such arrangements are so implemented, no provision of this Agreement shall apply or have effect to the extent that it is in any respect inconsistent with the holding or Transfer of Shares in uncertificated form.

Section 3.3 *Issuance of Additional Equity Securities; No Capital Contributions*. (a) None of the Members or the Owners is required to make capital contributions (and this Agreement shall not be amended to include required capital contributions). Subject to compliance with Section 3.4, the Board shall have the right to cause the Company to create and/or issue Equity Securities from time to time, including additional classes, groups or series of Equity Securities having such relative rights, powers, duties, obligations and liabilities as may be established by the Board, including rights, powers, duties, obligations and liabilities different from, senior to or more favorable than existing classes, groups and series of Equity Securities. In furtherance of the foregoing, but subject to compliance with Section 3.4, the Board shall have the right to amend and update this Agreement and the Equity Ledger to reflect the terms and/or issuance of such additional Equity Securities, in each case without the approval or consent of any other Person. The Board shall have the right to determine the consideration payable to the Company in connection with the issuance of any Equity Securities (if any). In connection with the issuance of any Equity Securities, subject to Section 13.5, the Board may authorize additional restrictions on, and/or grant additional rights to, the holders (direct or indirect) of such Equity Securities pursuant to agreements entered into in connection with the issuance of such Equity

Securities (including vesting provisions, restrictions on transfer, and redemption or repurchase rights and obligations) in addition to the restrictions, conditions, and rights under this Agreement.

(b) Subject in all cases to the preemptive rights granted pursuant to Section 3.4 hereof, the Board will be authorized, without the need to obtain the consent or approval of any Person, including any Member or Owner (but subject to Section 13.5), to authorize and implement (and adopt any amendment to this Agreement to effectuate) the issuance of additional Equity Securities pursuant to this Section 3.3.

Section 3.4 *Preemptive Rights*.

(a) *Grant of Preemptive Rights.* Except for issuances of Equity Securities as set forth in Section 3.4(b), and subject to compliance with Section 9.5, if the Board authorizes the sale of any Equity Securities of the Company or of any Subsidiary of the Company, or any Subsidiary of the Company proposes to sell any new Equity Securities of such Subsidiary or of any other Subsidiary of the Company, to any Person for cash (the "**Offered Securities**"), the Company shall, or shall cause the applicable Subsidiary to, offer to sell to each Owner who is an Accredited Investor and who holds (directly or indirectly), together with its Related Persons, Shares representing an Undiluted Ownership Percentage of at least two percent (2.0%) (a "**Preemptive Rights Holder**") as of the close of business on the record date determined by the Board (which record date shall be no more than ten (10) Business Days prior to, nor later than, the date of the Company notice referenced in Section 3.4(c)), a portion of such Offered Securities equal to (i) the amount of the Offered Securities proposed to be sold, *multiplied by* (ii) a fraction, the numerator of which is the total number of Shares held (directly or indirectly) by the Preemptive Rights Holder and the denominator of which is the total number of Shares held (directly or indirectly) by all of the Preemptive Rights Holders.

(b) *Exceptions to Preemptive Rights*. Notwithstanding anything in this Agreement to the contrary, the preemptive rights granted to the Preemptive Rights Holders in Section 3.4(a) shall not apply to the offer or sale of any of the following Equity Securities:

(i) The Warrants issued in accordance with the Plan of Reorganization;

(ii) Equity Securities issued upon the conversion or exercise or exchange of any options, warrants (including the Warrants), or other securities convertible into, or exercisable or exchangeable for, Equity Securities, that are outstanding on the Effective Date or are issued after the Effective Date in compliance with the provisions of this Section 3.4 (including any issuance to which Section 3.4(a) does not apply by virtue of any other sub-clause in this Section 3.4(b));

(iii) Equity Securities issued pursuant to the Management Incentive Plan or any other employee benefit or incentive plan that has been approved by the Board;

(iv) Equity Securities issued to a third party as consideration in any business combination or acquisition transaction involving the Company or any Subsidiary or in any joint venture or strategic partnership;

(v) Equity Securities issued pursuant to an IPO;

(vi) Equity Securities issued in connection with any Share split, Share dividend or other distribution on account of any Shares, any reverse split or any recapitalization, reorganization or reclassification of the Company or any of its Subsidiaries, in each case to the extent such issuance is made on a *pro rata* basis to all holders of Shares;

(vii) Equity Securities issued as a *bona-fide* "equity kicker" to a lender (or its Affiliated designee) in connection with any incurrence of indebtedness from a lender, or to any other vendor, customer or consultant in the ordinary course of business;

(viii) Equity Securities issued by a Subsidiary of the Company to the Company or to any of its other wholly owned Subsidiaries;

(ix) As to any Preemptive Rights Holder, any issuance of Equity Securities as to which the Company has received the written waiver of the provisions of this Section 3.4 from such Preemptive Rights Holder; and

(x) Equity Securities issued in a transaction with respect to which Preemptive Rights Holders holding at least two-thirds of the Shares held (directly or indirectly) by all Preemptive Rights Holders waive their preemptive rights.

(c) *Exercise of Preemptive Rights*. In order to exercise preemptive rights under this Section 3.4, a Preemptive Rights Holder must deliver an irrevocable written notice to the Company describing such Preemptive Rights Holder's election to purchase all or any portion (as specified by the Preemptive Rights Holder) of the Offered Securities offered to such Preemptive Rights Holder hereunder within fifteen (15) Business Days after receipt of written notice from the Company describing in reasonable detail (i) the Offered Securities to be offered, (ii) the purchase price and other material terms with respect to such offering, and (iii) the number of Offered Securities such Preemptive Rights Holder is eligible to purchase pursuant to this Section 3.4; provided, however, that in the event that a Preemptive Rights Holder fails to deliver on a timely basis an irrevocable written notice to the Company to purchase all or any portion of the Offered Securities offered to such Preemptive Rights Holder, or delivers such an irrevocable written notice and subsequently fails to purchase the Offered Securities set forth in such irrevocable written notice, such Offered Securities shall first be offered for a period of ten (10) Business Days to all other Preemptive Rights Holders that fully exercised their rights under this Section 3.4 and purchased the applicable Offered Securities. Such reoffer of Offered Securities to Preemptive Rights Holders shall be repeated until all Offered Securities have been purchased or no Preemptive Rights Holder elects to further exercise its rights.

(d) *Issuances Subsequent to Offering Period*. Upon the expiration of the 25-Business Day offering period (and any reoffer period as provided in Section 3.4(c)) described in Section 3.4(c) and during the one hundred eighty (180) calendar days following such expiration, the Company or the applicable Subsidiary shall be entitled to offer and sell any Offered Securities which the Preemptive Rights Holders have not elected to purchase to any Person or Persons (i) at a price not less than, and on other terms and conditions no more favorable to such Person or Persons in the aggregate than, the prices, terms and conditions offered to the Preemptive Rights Holders, and (ii) and on other terms and conditions no less favorable to the Company. Any Equity Securities offered or sold by the Company or the applicable Subsidiary

after such 180-day period must be reoffered to the Preemptive Rights Holders pursuant to the terms of this Section 3.4.

(e) *Accelerated Sales.* Notwithstanding anything to the contrary contained herein, the Company may issue Equity Securities in accordance with Section 3.3 to any purchaser (an "**Accelerated Buyer**") without first complying with the provisions of this Section 3.4 if the Board, acting in good faith, determines it is in the best interest of the Company to consummate such issuance without having first complied with such provisions; provided, that in connection with any such issuance, the Company shall give the Preemptive Rights Holders written notice of such issuance within 5 Business Days after the occurrence of such issuance, which notice (an "**Accelerated Sale Notice**") shall describe in reasonable detail (a) the material terms and conditions of the issuance of the Offered Securities to the Accelerated Buyer, including the number or amount and description of the Equity Securities issued, the issuance date, the purchase price per share, and the name and address of the Accelerated Buyer and (b) the rights of the Preemptive Rights Holders to purchase the Offered Securities, pursuant to this paragraph, in connection with such issuance. In the event of any such issuance of Offered Securities to an Accelerated Buyer, each Preemptive Rights Holder shall have the right, at any time during the fifteen (15) Business Days following receipt of the Accelerated Sale Notice, to elect to purchase the Offered Securities in an amount equal to the amount of such Offered Securities it would have been entitled to purchase if the sale to the Accelerated Buyer had instead been completed without regard to this Section 3.4. If one or more such Preemptive Rights Holders exercise the election to make a purchase, the Company or applicable Subsidiary shall give effect to each such exercise by either (i) requiring that the Accelerated Buyer sell down a portion (or, if necessary, all) of its Equity Securities, or (ii) issuing additional Offered Securities to such Preemptive Rights Holders, or a combination of (i) and (ii), so long as such action effectively provides such Preemptive Rights Holders with the same percentage ownership interest in the relevant Equity Securities it would have received had this paragraph not been utilized.

(f) *Assignment*. A Preemptive Rights Holder may assign its Offered Securities to any Affiliate (whether or not an Owner) that agrees to be bound by the provisions of this Agreement applicable to the Preemptive Rights Holder by executing a joinder to this Agreement in a form satisfactory to the Company.

Section 3.5 *Book-Entry-Only System; Global Securities*.[7]

(a) *Global Security*. The Company will enter into the Depository Agreement pursuant to which DTC will act as a securities depository for Shares. The Shares deposited with DTC will be represented by one or more Global Securities (which may be a book entry security or consist of one or more certificates as required by DTC), which will be registered in the name of Cede & Co., as nominee for DTC or as DTC shall otherwise direct, and deposited with, or on behalf of, DTC. No other certificates evidencing such Shares will be issued. The Global Security shall be in the form attached hereto as Exhibit A or described therein and shall represent such Shares as shall be specified therein, and may provide that it shall represent the aggregate amount of outstanding Shares from time to time endorsed thereon and that the aggregate amount of

[7] Subject to revision after Depository Agreement is prepared.

outstanding Shares represented thereby may from time to time be increased or decreased. As of the Effective Date, without the need for any action or consent of any Person, including the Board, one or more Global Securities shall be issued reflecting the number of Shares to be issued to Cede & Co. as of the Effective Date. Any Global Security shall be executed by an officer on behalf of the Company. Any endorsement of a Global Security to reflect the amount, or any increase or decrease in the amount, of outstanding Shares represented thereby shall be made in such manner and upon instructions given by the Board as specified in the Depository Agreement.

(b) *Legend.* Any Global Security issued to DTC or its nominee shall bear a legend substantially to the following effect: "Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("**DTC**"), to the Company or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is required by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein."

(c) *Beneficial Owners.* As provided in the Depository Agreement, upon the settlement date of any creation, transfer or redemption of Shares of a Beneficial Owner, the Depository will credit or debit, on its book-entry registration and transfer system, the number of Shares so created, transferred or redeemed to the accounts of the appropriate DTC Participants. [The accounts to be credited and charged shall be designated by the Board on behalf of each Beneficial Owner in accordance with the terms of this Agreement.] Holders of Beneficial Interests in Shares will be limited to DTC Participants, Indirect Participants and persons holding Beneficial Interests through DTC Participants and Indirect Participants. Beneficial Owners will be shown on, and the transfer of Beneficial Ownership by Beneficial Owners will be effected only through, in the case of DTC Participants, records maintained by the Depository and, in the case of Indirect Participants and Beneficial Owners holding through a DTC Participant or an Indirect Participant, through those records or the records of the relevant DTC Participants. Beneficial Owners are expected to receive from or through the broker or bank that maintains the account through which the Beneficial Owner has purchased or sold Shares a written confirmation relating to their purchase or sale of Shares.

(d) *Reliance on Procedures*. So long as Cede & Co., as nominee of DTC, is the registered owner of Shares, references herein to the registered or record owners of such Shares shall mean Cede & Co. and shall not mean the Beneficial Owners of such Shares. Beneficial Owners of Shares will not be entitled to have such Shares registered in their names, will not receive or be entitled to receive physical delivery of certificates in definitive form and will not be considered the record or registered holder of such Shares under this Agreement. Accordingly, except as the Company may otherwise determine, to exercise any rights of a holder of Shares under this Agreement, a Beneficial Owner must rely on the procedures of DTC and, if such Beneficial Owner is not a DTC Participant, on the procedures of each DTC Participant or Indirect Participant through which such Beneficial Owner holds its interests. The Board understands that under existing industry practice, if the Board requests any action of a Beneficial Owner, or a Beneficial Owner desires to take any action that DTC, as the record owner of all outstanding Shares of such Beneficial Owner, is entitled to take, DTC will notify the DTC

Participants regarding such request, such DTC Participants will in turn notify each Indirect Participant holding Shares through it, with each successive Indirect Participant continuing to notify each person holding Shares through it until the request has reached the Beneficial Owner, and in the case of a request or authorization to act being sought or given by a Beneficial Owner, such request or authorization is given by the Beneficial Owner and relayed back to the Board through each Indirect Participant and DTC Participant through which the Beneficial Owner's interest in the Shares is held.

(e) *Communication between the Board and the Beneficial Owners*. As described above, the Board will recognize DTC or its nominee as the registered owner of Shares registered in the name of Cede & Co. or as otherwise instructed by DTC as described in Section 3.5(a) hereof for all purposes except as expressly set forth in this Agreement. Conveyance of all notices, statements and other communications to Beneficial Owners of Shares deposited with DTC will be effected as follows. Pursuant to the Depository Agreement, DTC is required to make available to the Company upon request and for a fee to be charged to the Company a listing of the Share holdings of each DTC Participant. The Company shall inquire of each such DTC Participant as to the number of Beneficial Owners holding Shares, directly or indirectly, through such DTC Participant. The Company shall provide each such DTC Participant with sufficient copies of such notice, statement or other communication, in such form, number and at such place as such DTC Participant may reasonably request, in order that such notice, statement or communication may be transmitted by such DTC Participant, directly or indirectly, to such Beneficial Owners. In addition, the Company shall pay to each such DTC Participant an amount as reimbursement for the expenses attendant to such transmittal, all subject to applicable statutory and regulatory requirements. Notwithstanding the foregoing, the Company may communicate with Beneficial Owners as set forth in Section 13.3.

(f) *Distributions*. Distributions pursuant to Section 5.3 shall be made to DTC or its nominee, Cede & Co., as the registered owner of the relevant Shares. The Board expects that DTC or its nominee, upon receipt of any payment of distributions in respect of the relevant Shares, shall credit immediately DTC Participants' accounts with payments in amounts proportionate to their respective Beneficial Interests in Shares as shown on the records of DTC or its nominee. The Board also expects that payments by DTC Participants to Indirect Participants and Beneficial Owners held through such DTC Participants and Indirect Participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in a "street name," and will be the responsibility of such DTC Participants and Indirect Participants. Neither the Board nor the Company will have any responsibility or liability for any aspects of the records relating to or notices to Beneficial Owners, or payments made on account of beneficial ownership interests in the relevant Shares, or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests or for any other aspect of the relationship between DTC and the DTC Participants or the relationship between such DTC Participants and the Indirect Participants and Beneficial Owners owning through such DTC Participants or Indirect Participants or between or among the Depository, any Beneficial Owner and any person by or through which such Beneficial Owner is considered to hold Shares indirectly.

(g) *Successor Depository*. If a successor to DTC shall be employed as hereunder, the Board shall establish procedures acceptable to such successor with respect to the matters addressed in this Section 3.5.

Section 3.6 *Liability of Owners and Members*. Except as otherwise provided in the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither Owners nor Members shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or Owner, as the case may be.

Section 3.7 *Fully Paid and Non-Assessable Nature of Equity Securities*. All Shares issued on the Effective Date, and all other Shares and other Equity Securities issued pursuant to, and in accordance with, the requirements of this Agreement shall be duly issued, fully paid and non-assessable.

ARTICLE IV
FISCAL YEAR

Section 4.1 *Fiscal Year.* The fiscal year of the Company (the "**Fiscal Year**") shall be a calendar year ending December 31 or such other fiscal year as may be determined by the Board.

ARTICLE V
DISTRIBUTIONS

Section 5.1 *Interest*. No interest shall be paid to any Member or Owner on account of its interest in the Company.

Section 5.2 *No Right to Withdraw*. Except in connection with the Transfer of Shares in accordance with the terms of this Agreement such that the Transferring Member or Owner no longer holds any Shares, no Member or Owner shall have any right to voluntarily resign or otherwise withdraw from the Company without the prior written consent of the Board. A resigning Member or Owner shall only be entitled to receive amounts approved by the Board on the terms and conditions set forth by such Board. A resigning Member or Owner shall not be entitled to a distribution of the fair value of its Shares under Section 18-604 of the Act.

Section 5.3 *Distributions*.

(a) The Board may, from time to time, declare and authorize payment of distributions to the Members, which distributions may be paid in cash, property or securities of the Company.

(b) All distributions shall be made on a *pro rata* basis among Members based on the Shares held by such Members, subject to the provisions of law and this Agreement, out of funds or amounts legally available therefor, at such times and to the Members of record on such dates as the Board may, from time to time, determine in accordance with this Agreement and Applicable Law. Amounts distributable to any Member will be subject to offset to the extent of any obligation owed by such Member to the Company.

(c) Neither Members nor Owners shall be entitled to receive any distributions from the Company, whether in respect of the fair value of its Shares or otherwise, except as expressly provided in this Agreement or under the Act.

Section 5.4 *Withholding*. The Company is authorized to deduct or withhold from distributions to the Members and to pay over to any federal, state, local or foreign governmental authority any amounts which it reasonably determines may be required to be so deducted or withheld pursuant to the Code or any provisions of any Applicable Law. All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any distribution to any Member (including any interest, penalties and expenses incurred in respect thereof) shall be treated as amounts distributed to such Member pursuant to this Article for all purposes under this Agreement, and shall reduce the amount otherwise distributable to such Member. If the Company intends to deduct or withhold from a distribution otherwise payable to any Member, it shall notify such Member of its intention to deduct or withhold, which notice shall include a statement of the amounts it intends to deduct or withhold in respect of making of such distribution and the applicable provision of law requiring the Company to withhold or deduct, in each case twenty (20) days prior to such distribution. The Company shall reasonably cooperate with such Member to reduce or eliminate such deduction or withholding.

ARTICLE VI
MANAGEMENT OF THE COMPANY

Section 6.1 *Management by the Board of Managers*. (a) Except as otherwise expressly provided in this Agreement, the business and affairs of the Company shall be managed by or under the direction of the Board. No Member or Owner, by virtue of such Member's or Owner's status as such, shall have any management power over the business and affairs of the Company or actual or apparent authority to enter into, execute or deliver contracts on behalf of, or to otherwise bind, the Company. In addition to the powers that now or hereafter can be granted to managers under the Act and to all other powers granted under any other provision of this Agreement, the Board shall have full power and authority to do, and to direct the officers of the Company or other designees to do, all things and on such terms as it determines to be necessary, convenient or appropriate to conduct the business of the Company, to exercise all powers, and to effectuate the purposes, set forth in Section 2.3, including adopting and maintaining the Management Incentive Plan and making all determinations with respect thereto, such as identifying participants, determining forms of award, approving individual allocations and providing for other terms and conditions under the Management Incentive Plan (provided that any Equity Securities granted or issued under the Management Incentive Plan shall, regardless of the time of grant or issue of such Equity Interests, dilute all Members and Owners equally and ratably).

(b) The Managers shall constitute "managers," within the meaning of the Act. The Board shall have the power and authority to delegate to one or more other Persons the Board's rights and powers to manage and control the business and affairs, or any portion thereof, of the Company, including to delegate to officers, agents and employees of the Company and its Subsidiaries and any other Person and may authorize the Company, any Manager, officer, agent, employee, or any other Person to enter into any document on behalf of the Company and perform the obligations of the Company thereunder. Any such delegation may be revoked by the

Board at any time. No Manager shall have the authority to individually exercise its powers as a "manager" under the Act unless expressly authorized pursuant to the terms of this Agreement or by the Board.

Section 6.2 *Board of Managers*.

(a) *Constitution; Fiduciary Duties*. A board of managers (the "**Board**" or "**Board of Managers**") shall be constituted for the Company. The Board shall consist of seven (7) managers (each, a "**Manager**" and collectively, the "**Managers**"), of whom (i) one shall be the individual that is the Chief Executive Officer of the Company at the relevant time (the "**CEO Manager**") and (ii) six shall be Independent Managers selected in accordance with Section 6.2(b). The Managers, in their capacities as managers of the Company, shall have fiduciary duties to the Company, the Members and the Owners to the same extent as the fiduciary duties that the directors of a Delaware corporation owe to a corporation and its stockholders. For the avoidance of doubt, termination, resignation or other removal of the individual then serving as Chief Executive Officer shall automatically result in the deemed resignation from the Board of such individual from the position of CEO Manager, and the appointment of a new Chief Executive Officer shall automatically result in the deemed appointment to the Board of such new Chief Executive Officer as the CEO Manager.

(b) *Selection of Independent Managers*.

(i) Prior to the Key Owner Committee Termination Date, six individuals shall be designated by the Key Owner Committee Members to serve as Independent Managers (the "**Committee Designated Managers**") (it being understood that the occurrence of the Key Owner Committee Termination Date shall not require the Committee Designated Managers to resign as Managers except as otherwise provided in Section 6.2(b)(iii)).

(ii) After the Key Owner Committee Termination Date:

(A) Prior to the Designating Key Owner Termination Date, (x) two individuals shall be designated by the Designating Key Owners to serve as Independent Managers (the "**Key Owner Designated Managers**") and (y) four individuals shall be elected by the Owners to serve as Independent Managers in accordance with Annex A; and

(B) After the Designating Key Owner Termination Date, six individuals shall be elected by the Owners to serve as Independent Managers in accordance with Annex A (it being understood that the occurrence of the Designating Key Owner Termination Date shall not require the Key Owner Designated Managers to resign as Managers).

(iii) The Managers as of the date hereof are [ ] (in such person's capacity as the CEO Manager), [ ], [ ], [ ], [ ], [ ] and [ ][8]. Prior to the Key Owner Committee Termination Date, each of [ ] and [ ] (and each of their respective successors (if any) as Managers prior to the Key Owner Committee Termination Date) shall be designated as Managers who shall not be eligible to be nominated pursuant to Section 6.2(b)(ii)(A)(y), with the effect that, after the Key Owner Committee Termination Date and so long as the Designating Key Owner Termination Date has not occurred, such individuals may be removed and replaced at any time by the Designating Key Owners (it being understood that the Designating Key Owners may, at their discretion, select one or both of such individuals to serve as Key Owner Designated Managers).

(iv) All acts or decisions of the Key Owner Committee Members shall require the approval of Key Owner Committee Members (together with their Related Persons) holding at least 70% of the aggregate number of Shares (excluding Excluded Shares) held by all Key Owner Committee Members (together with their Related Persons). All acts or decisions of the Designating Key Owners shall require approval of Designating Key Owners (together with their Related Persons) holding at least a majority of the aggregate number of Shares (excluding Excluded Shares) held by all Designating Key Owners (together with their Related Persons).

(v) For the avoidance of doubt, the Manager designation rights of the Key Owner Committee Members pursuant to Section 6.2(b)(i) and of the Designating Key Owners pursuant to Section 6.2(b)(ii)(A)(x) (and the related rights pursuant to Section 6.2(c) in the case of removal or vacancies) are contractual rights of the Key Owner Committee Members and the Designating Key Owners, as applicable, and are not subject to any vote of any other Owners.

(vi) The Company shall be entitled to request from time to time as determined by the Company that each Key Owner Committee Member or each Designating Key Owner, as applicable, provide to the Company reasonably satisfactory evidence of its then-present ownership of Shares in order to verify the applicable of the rights of such Key Owner Committee Member or Designating Key Owner under this Agreement.

(c) *Vacancies; Removal*. Any Committee Designated Manager or any Key Owner Designated Manager may be removed and replaced, with or without cause and for any reason or no reason at any time, by (and only by) the Key Owner Committee Members or the Designating Key Owners, as applicable. A Manager may also resign of his or her own volition at any time, by written notice to the Company. In the event of any vacancy on the Board, such vacancy shall be filled (i) in the case of a vacancy of a Committee Designated Manager or Key Owner Designated Manager, by the Key Owner Committee Members or the Designating Key Owners, as applicable, and (ii) in the case of any other vacancy, by the Board. Independent Managers elected by the Owners in accordance with Annex A may be removed in accordance with Annex A.

(d) *Meetings of the Board of Managers*.

[8] The six non-CEO managers to be determined by the Required Consenting 2020 B-2 Lenders.

(i) Meetings of the Board shall be held at least once per fiscal quarter of the Company on such dates and at such places and times as may be determined by the Board. Special meetings of the Board may be called by the Chairman or by any two (or more) Managers on at least 72 hours' prior written notice (which includes e-mail). The Chairman shall preside at all meetings of the Board at which he or she is present and shall exercise such powers and perform such other duties as shall be determined from time to time by the Board; provided, that if the Chairman is absent from any such meeting, any vice Chairman designated by the Board shall preside over such meeting.

(ii) Meetings of the Board may be held by telephone conference or other communications equipment by means of which all participating Managers can simultaneously hear each other during the meeting.

(e) *Quorum; Action by the Board; Action by Written Consent*. No action may be taken at a meeting of the Board unless a majority of the Managers in office are present in person or as otherwise permitted in Section 6.2(d). At any meeting of the Board at which a quorum is present, an action undertaken by Managers representing a simple majority of the Managers present shall be the action of the Board. Any action required or permitted to be taken by the Board may be taken without a meeting, if consent to such action is delivered in writing or via electronic transmission (as defined in the Act) by such number of Managers that would be required if such action were voted on at a meeting of the Board attended by all Managers. Such written consent or a record of such electronic transmission shall be filed with the records of the Board.

(f) *Compensation of Managers; Expenses*. The Board shall have the authority (as an expense of the Company) to fix the compensation of Managers (other than the CEO Manager or any Manager that is an employee of the Company or any of its Subsidiaries, who shall not receive additional compensation for serving as a Manager). No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor. The Company shall pay all reasonable out-of-pocket expenses incurred by each Manager in connection with attending regular and special meetings of the Board and any Board Committee on which the Manager is a member, and any such meetings of the board of directors or equivalent body of any Subsidiary of the Company and any committee thereof, in each case, on which the Manager is a member.

(g) *Chairman of the Board*. The Board shall select a Manager (other than the CEO Manager) to serve as the Chairman of the Board (the "**Chairman**") from time to time, having such responsibilities as are determined by the Board; provided that at any time that the Designating Key Owners have the right to select the Key Owner Designated Managers, the Designating Key Owners shall have the right to select the Manager that shall be designated as the Chairman (which may be a Key Owner Designated Manager or another Manager (other than the CEO Manager), as determined by the Designating Key Owners).

(h) *Board Committees.* The Board may designate one (1) or more Board committees (each, a "**Board Committee**") consisting of one (1) or more Managers, which, to the extent provided in such designation, shall have and may exercise, subject to the provisions of this Agreement, the powers and authority granted hereunder. Such Board Committee or Board

Committees shall have such name or names as may be determined from time to time by the Board. A majority of all the members of any such Board Committee may determine its action and fix the time and place, if any, of its meetings and specify what notice thereof, if any, shall be given, unless the Board shall otherwise provide. The Board shall have power to change the members of any such Board Committee at any time, to fill vacancies, and to discharge any such Board Committee, either with or without cause, at any time.

Section 6.3 *Actions Requiring Approval of the Board*.

(a) General. The Company shall not take any action, and shall cause each of its Subsidiaries not to, and shall not permit any of its Subsidiaries to, take any action with respect to any of the following matters without prior approval of the Board:

(i) any entry by the Company or any of its Subsidiaries into new lines of business;

(ii) the declaration of any dividend on or the making of any distribution with respect to, or the redemption, repurchase or other acquisition of, any Equity Securities of the Company or any of its Subsidiaries, except for redemptions, repurchases or other acquisitions of securities pursuant to the terms of [the Management Incentive Plan or] any officer, director, employee or service provider compensation arrangements approved by the Board;

(iii) any creation, incurrence, assumption or guarantee of any indebtedness for borrowed money in excess of $25,000,000 in the aggregate (excluding any borrowings under the ABL Facility (as defined in the Credit Agreement) in the ordinary course of business up to the amount of the commitments under the ABL Facility that are in effect as of the Effective Date) or, other than as required pursuant to the Credit Agreement or the ABL Facility, the creation or imposition of any lien on any material assets of the Company or any of its Subsidiaries;

(iv) any (A) merger, consolidation, reorganization (including conversion), recapitalization or any other business combination (including a Business Combination or Asset Sale) involving the Company or any of its Subsidiaries (but, in the case of a Drag-Along Sale, only to the extent set forth in Section 9.3(a)) (other than mergers, consolidations, reorganizations, conversions or recapitalizations solely between and/or among the Company and/or any wholly owned Subsidiaries of the Company), (B) acquisition or disposition of assets or liabilities that are material to the Company and its Subsidiaries taken as a whole, or (C) sale of all or substantially all of the assets of the Company and its Subsidiaries (but, in the case of a Drag-Along Sale, only to the extent set forth in Section 9.3(a)) (other than sales solely between and/or among the Company and/or wholly owned Subsidiaries of the Company);

(v) approval of an IPO (including the registration statement in connection therewith);

(vi) any issuance of Equity Securities, other than upon exercise or conversion of (A) any Warrants or (B) any Equity Securities (in accordance with their terms) the issuance of which was previously approved by the Board;

(vii) any liquidation, dissolution, commencement of bankruptcy or similar proceedings with respect to the Company or any of its Subsidiaries (other than any liquidation or dissolution of wholly owned Subsidiaries of the Company that do not have any assets or liabilities other than as may be *de minimis* in nature or amount);

(viii) any hiring or termination of employment or service of the Chief Executive Officer or any other member of senior management of the Company or any of its Subsidiaries;

(ix) any determination of compensation, benefits, perquisites and other incentives for the Chief Executive Officer and other senior management of the Company or any of its Subsidiaries and the approval or amendment of any plans or agreements in connection therewith;

(x) any adoption of, or amendment or modification to, any compensation plan, management incentive plan (including the Management Incentive Plan) or employee benefits plan (other than the initial adoption of the Management Incentive Plan, which for the avoidance of doubt shall be deemed to be approved as of the Effective Date);

(xi) any grant of equity incentives to senior management or service providers;

(xii) settling of any litigation not covered by insurance with a settlement amount in excess of $[ ] in any settlement or series of related settlements, or initiating any material litigation;

(xiii) any selection or removal of the Company's principal auditor;

(xiv) any approval of the annual business plan, annual budget or long-term strategic plan of the Company or any of its Subsidiaries or any material amendment thereto; or

(xv) any amendment or modification of this Agreement.

(b) Related Party Transactions. The entry into, consummation, amendment, modification (including by waiver) or termination of any Related Party Transaction shall require the approval of a majority of the Managers present at a meeting at which a quorum is present, provided that any Manager Affiliated with, the counterparty to such Related Party Transaction or such party's Related Persons, or otherwise having a material interest in the Related Party Transaction that is unique as compared to the interests of Members and Owners in general, shall not be entitled to vote for purposes of such approval; *provided*, *however*, that no such approval shall be required for (x) any Related Party Transaction if such Related Party Transaction is, in the good faith determination of the Board, on terms and conditions that are equal to or more beneficial to the Company than the terms and conditions pursuant to which an independent third party would provide the goods or perform the services that are the subject of the Related Party Transaction or (y) any acquisition of Equity Securities pursuant to Section 3.4 or any acquisition of any debt securities pursuant to preemptive rights that are granted that are substantially similar to the rights under Section 3.4.

Section 6.4 *Matters Requiring Approval by the Owners*. The Company shall not take any action without the approval of the Owners to the extent such action would require the prior approval of the stockholders of a Delaware corporation pursuant to and in accordance with the Delaware General Corporation Law if the Company were a Delaware corporation; provided that the foregoing shall not apply to (i) the appointment, removal or replacement of any Committee Designated Manager or any Key Owner Designated Manager, or (ii) a Drag-Along Sale.

Section 6.5 *Matters Relating to Owners*. The Company shall comply with the provisions of Annex A attached hereto.

Section 6.6 *Officers*. The Board may, at its discretion, appoint officers of the Company at any time to conduct, or to assist the Board in the conduct of, the day-to-day business and affairs of the Company. The officers of the Company shall include a Chief Executive Officer, [President,] a Secretary, one or more Assistant Secretaries, a Treasurer and any other officers as the Board may elect from time to time. The officers shall serve at the pleasure of the Board subject to all rights, if any, of an officer under any contract of employment. Any individual may hold any number of offices. The officers shall exercise such powers and perform such duties as are typically exercised by similarly titled officers in a corporation and as shall be determined from time to time by the Board, but subject in all instances to the supervision and control of the Board. The officers shall have such authority to sign checks, instruments and other documents on behalf of the Company as may be delegated to them by the Board. Officers, in their capacities as officers of the Company, shall have fiduciary duties to the Company, the Members and the Owners to the same extent as the fiduciary duties that the officers of a Delaware corporation owe to a corporation and its stockholders.

Section 6.7 *Waiver of Corporate Opportunities*. Each of the Company, the Members and the Owners recognizes that one or more Persons, including the Managers (other than the CEO Manager), any of the Members or any of the Owners (but excluding any employees of the Company or any of its Subsidiaries) (collectively, "**Non-Employee Persons**") have or may in the future have other business interests, activities and investments or opportunities with respect thereto, some of which may be in conflict or competition with the business of the Company, and that such Non-Employee Persons are entitled to carry on such other business interests, activities and investments and/or compete with the Company or pursue such opportunities, even if such interests, activities and investments are adverse to the interests of the Company or one or more of its Members or Owners, and shall have no obligation to present any such opportunities to the Company or any other Person (except to the extent that such opportunity was presented to a Manager expressly in such Person's capacity as a Manager). Neither the Company, its Subsidiaries, the other Members and Owners nor any other Person shall have any right, by virtue of this Agreement, in or to such activities, or the income or profits derived therefrom, and the pursuit of such activities, even if competitive with the business of the Company or any of its Subsidiaries, by a Non-Employee Person (or any of their Affiliates or any other Person with which such Non-Employee Person is acting) shall not be deemed wrongful or improper or constitute a breach of any duty or obligation (contractual, fiduciary or otherwise). Each of the Non-Employee Persons, in their sole discretion, may offer an opportunity to participate in any such business or venture to any Person, including any Members or Owners or their respective Affiliates without any duty or obligation to any other Person. The taking by any such Non-Employee Person (or its Affiliates or any other Person with which such Non-Employee Person is

acting), or the offering or other transfer by any such Non-Employee Person to another Person, of any potential business opportunity shall not constitute or be construed or interpreted as (a) a breach or violation of any duty (contractual, fiduciary or otherwise, including any duty under this Agreement or any other Applicable Law) or (b) receipt by any such Non-Employee Person or its Affiliates or other Persons with which it is acting of an improper benefit, or an improper personal benefit, in money, property, services or otherwise. This Section 6.7 is being adopted notwithstanding any duty (including any fiduciary duty) that would otherwise exist at law, in equity or otherwise.

Section 6.8 *Waivers; Burden of Proof.*

(a) Each Covered Person (other than any Covered Person who is a Manager or officer of the Company or an officer or director (or equivalent) of any of its Subsidiaries) shall, to the maximum extent permitted by the Act and other Applicable Law, owe no duties (including fiduciary duties) to the Members, the Owners, the Company or any other Person bound by this Agreement, notwithstanding anything to the contrary existing at law, in equity or otherwise; provided, however, that the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing and nothing in this Agreement shall preclude any Member or Owner from bringing an action alleging a breach of the implied contractual covenant of good faith and fair dealing or any breach of this Agreement.

(b) To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement or any duty that would otherwise exist at law or in equity, the parties hereto agree that (i) in any proceeding relating to the determination of whether a Covered Person has met its duties under this Agreement or any Applicable Law, there shall be a presumption that such Covered Person has met such duties and (ii) any Person bringing or prosecuting any action, suit or proceeding directly in such Person's own right or in the name or on behalf of the Company, the Member or the Owner (or any other Person that may have standing to bring or prosecute such action, suit or proceeding) challenging any determination or action, or decision not to act, of a Covered Person, will bear the burden of proving that such duties were not met.

(c) To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement or any duty (including any fiduciary duty) that would otherwise exist at law, in equity or otherwise, each Member and Owner (other than any Member or Owner who is a Manager or officer or director (or equivalent) of the Company or any of its Subsidiaries), in each case, acting in such capacity, in the exercise of its rights, powers and duties hereunder, may act and make decisions in the best interest of such Person, which may not be in the best interests of, and may be different from, in addition to, or adverse to, the Members, the Owners and any other Person bound by this Agreement. This Section 6.8 is being adopted notwithstanding any duty (including any fiduciary duty) that would otherwise exist at law, in equity or otherwise.

ARTICLE VII
MATTERS RELATING TO AN IPO; REGISTRATION RIGHTS

Section 7.1 *Conversion to a Corporate Form Upon an IPO.* Upon a determination by the Board to effect an IPO, the Board, at the Company's expense shall take such actions as are

necessary to structure the IPO in the manner determined appropriate by the Board, including effecting a conversion of the Company (directly or indirectly) to corporate form; provided that notwithstanding any provision of this Agreement to the contrary, the Board may take any of the foregoing actions without any vote of the Members or Owners. In connection with such IPO, each Member holding Shares or other Equity Securities will be entitled to receive a number of shares of common stock or other Equity Securities of the IPO "vehicle" selling Equity Securities in the IPO such that if the Company liquidated and distributed its assets in accordance with Article XII immediately following such IPO, such Member (including as nominee for Beneficial Owners) would, in the aggregate in respect of such Shares or other Equity Securities, be entitled to receive the same percentage of the total proceeds as it (including as nominee for Beneficial Owners) would have been entitled to receive in a liquidation and distribution of the Company's assets pursuant to Article XII immediately prior to such IPO (determined without giving effect to any actions or steps taken to effect or facilitate such IPO pursuant to this Section 7.1) and (ii) such IPO shall be effected in a manner that treats Owners of the same class of Shares or other Equity Securities the same with such differences as may be necessary to give effect to vesting and other contingencies or differences with respect to any Shares or other Equity Securities.

Section 7.2 *Registration Rights Agreement*. In connection with, and substantially concurrently with the closing of, an IPO, the Company and each Owner of Registrable Securities (as defined in the Registration Rights Agreement) shall enter into the Registration Rights Agreement. The provisions of this Section 7.3 shall survive termination of this Agreement.

Section 7.3 *IPO Lock Up Agreement*. In connection with an IPO, each Member or Owner holding (directly or indirectly) any Shares (or the applicable security to be sold in the IPO) (a) shall not effect any public sale or distribution, including any sale pursuant to Rule 144, of Registrable Securities (as defined in the Registration Rights Agreement) (except as part of the IPO) during the period beginning seven (7) days prior to the effective date of the applicable registration statement until the earlier of (i) such time as the Company and the lead managing underwriter shall agree and (ii) one hundred eighty (180) days, and (b) shall enter into such customary "lock up" agreements as are requested by the Company and the underwriter(s) in the IPO. In connection with an IPO described in clauses (ii) and (iii) of the definition thereof, except with the written consent of the underwriters managing such IPO, no Member or Owner shall effect any sale or distribution (including sales pursuant to Rule 144) of Equity Securities of the Company, or any securities convertible into or exchangeable or exercisable for such Equity Securities, without the prior written consent of the Company, during the seven (7) days prior to and the one hundred and eighty (180)-day period beginning on the date of closing of such IPO (the "**Lockup Period**"), except as part of such offering; provided, that (i) such Lockup Period restrictions are applicable on substantially similar terms to all of the Company's executive officers and directors, (ii) to the extent any Member or Owner is granted a release or waiver from the restrictions contained in this Section 7.3, then all Members and Owners shall be automatically granted a release or waiver from the restrictions contained in this Section 7.3, on substantially the same terms as and on a *pro rata* basis with, the Members and/or Owners to which such release or waiver is granted, and (iii) except in connection with an IPO, nothing herein will prevent any Member or Owner from making a distribution of Equity Securities to any of its partners, members or stockholders thereof or a transfer of Equity Securities to a Related Person that is otherwise in compliance with applicable securities laws, so long as such distributees or transferees, as applicable, agree to be bound by the restrictions set forth in this

Section 7.3. Each Member and Owner agrees to execute a customary lock-up agreement in favor of the Company's underwriters to such effect and, the Company's underwriters in any relevant offering shall be third party beneficiaries of this Section 7.3. The provisions of this Section 7.3 shall survive termination of this Agreement.

Section 7.4 *Strategic Transaction / IPO Review*. Not later than the second anniversary of the Effective Date, the Board shall initiate a strategic review of potential strategic transactions for the Company, including the possibility of an IPO. For the avoidance of doubt, the Board is not precluded from initiating such review or seeking such strategic transactions prior to such date and is not obligated to effectuate a strategic transaction (including an IPO) by any specific date.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES

Section 8.1 *Representations and Warranties*. Each Owner as of the Effective Date and each Person that becomes a Member or Owner after the Effective Date (including pursuant to a Transfer of Shares), represents and warrants (or is deemed to represent and warrant) to the Company, that such Owner or Person: (A) has received (or otherwise had made available to it), read and understands this Agreement, (B) acknowledges and understands that such Owner or Person shall have all the rights, and be subject to all the obligations, set forth in this Agreement with respect to Members and Owners and as provided under the Act, as if such Owner or Person had directly executed this Agreement as a party, and (C) ratifies and confirms each and every Article, Section and provision of this Agreement. Furthermore, each such Member, Owner and Person represents and warrants (or is deemed to represent and warrant) to the Company that the Agreement constitutes the legal, valid, and binding obligation of such owner or person and it is enforceable against it in accordance with its terms, subject to applicable insolvency, bankruptcy or other laws affecting creditors' rights generally or by general principles of equity.

ARTICLE IX
TRANSFERS

Section 9.1 *Transfers Generally*.

(a) Each Member and Owner understands and agrees that the Shares have not been registered under the Securities Act nor registered or qualified under any state or foreign securities laws. No Owner shall Transfer such Shares (or solicit any offers in respect of any Transfer of such Shares), except in compliance with the Securities Act, any applicable state or foreign securities laws and the restrictions on Transfer contained in this Article IX.

(b) Until the Company otherwise becomes obligated to file reports under each of (x) Section 13 of the Exchange Act and (y) Section 15(d) of the Exchange Act (or upon receipt of prior written approval from the Board), no Owner shall Transfer any of such Owner's Shares to any other Person to the extent such Transfer would cause the Company to have, including as a result of passage of time and giving effect to the exercise of all Options and Convertible Securities, in excess of, to the extent the Company is obligated to file reports under Section 15(d) but not Section 13 of the Exchange Act, (a) 1,950 Holders of Record (or four-hundred-fifty (450) or more Holders of Record who are not Accredited Investors), calculated in

accordance with Section 12(g) of the Exchange Act (or fifty (50) fewer than such other numbers of Holders of Record or shareholders as may subsequently be set forth in Section 12(g), or any successor provision, from time to time of the Exchange Act, as the minimum number of Holders of Record or shareholders for a class of capital stock to be required to be registered under Section 12 of the Exchange Act), or (b) to the extent the Company is not currently obligated, including due to a suspension of such requirement, to file reports under either of Section 13 or Section 15(d) of the Exchange Act, two-hundred-fifty (250) Holders of Record, calculated in accordance with Section 15(d) of the Exchange Act (or fifty (50) fewer than such other numbers of shareholders as may subsequently be set forth in Section 15(d), or any successor provision, from time to time of the Exchange Act, as the minimum number of Holders of Record or shareholders for a class of capital stock to require reporting under Section 15(d) of the Exchange Act). The Company and any transfer agent for the Shares shall be entitled to enforce this provision (including by denying any requested Transfer of Shares). The Company and any transfer agent for the Shares shall determine the number of Holders of Record from time to time in consultation with Company counsel in order to give full effect to the restriction set forth in this Section 9.1(b). For the avoidance of doubt, this Section 9.1(b) shall not apply to a Transfer of Shares in an IPO.

(c) Notwithstanding anything to the contrary in this Agreement, no Owner shall Transfer any Shares (i) to a Competitor (except pursuant to a Drag-Along Sale) without the prior written consent of the Board (which may be given or withheld in the Board's sole discretion) or (ii) if such Transfer would cause the Company to become subject to the registration requirements of the Investment Company Act of 1940, as amended.

(d) Each Owner Transferring any Shares as permitted by this Agreement shall use its reasonable best efforts to provide or cause to be provided to any prospective transferee of such Owner (subject to Section 11.1(e)) a copy of this Agreement (including by such proposed transferee receiving access to this Agreement pursuant to the Datasite).

(e) To the fullest extent permitted by Applicable Law, any Transfer not in compliance with the provisions of this Agreement shall be void *ab initio*.

Section 9.2 *Tag-Along Rights*. (a) Subject to Section 9.2(i) and Section 9.5, if one or more Owners that (collectively with their Related Persons) hold at least a majority of the outstanding Shares (collectively, the "**Tag-Along Seller**") propose to Transfer at least a majority of the outstanding Shares, in one transaction or a series of related transactions, to any Prospective Buyer(s) (a "**Tag-Along Sale**") other than a Transfer to a transferee that is a Related Person of the transferor, then:

(i) the Tag-Along Seller shall deliver a written notice of the terms and conditions of such proposed Transfer (the "**Tag-Along Notice**") to the Company, and the Company shall promptly (and in any event within ten (10) Business Days following receipt thereof) deliver or cause to be delivered a copy of the Tag-Along Notice to each Owner (other than the Tag-Along Seller), which Tag-Along Notice shall offer each such Owner the opportunity to participate in such Transfer in accordance with this Section 9.2 (the "**Tag-Along Offer**"); and

(ii) each of the Owners (other than the Tag-Along Seller) may elect, at its option, to participate in the proposed Transfer in accordance with this Section 9.2 (each such electing Owner, a "**Tagging Person**").

(b) The Tag-Along Notice shall identify (i) the number of Shares proposed to be sold by the Tag-Along Seller, (ii) the aggregate number of Shares owned by the Tag-Along Seller and its Related Persons, (iii) the per Share consideration to be paid in such Tag-Along Sale, and (iv) all other material terms and conditions of the Tag-Along Offer, including the form of the proposed sale agreement, if any, and the date of the proposed Tag-Along Sale, if known. From the date of the Tag-Along Notice, each Tagging Person shall have the right (a "**Tag-Along Right**"), exercisable by notice (the "**Tag-Along Response Notice**") given to the Tag-Along Seller within fifteen (15) Business Days after the date of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to request that the Tag-Along Seller include in the proposed Transfer the number of Shares that such Tagging Person elects to include in the Tag-Along Sale (which shall not exceed the Tagging Person's Tag-Along Portion of Shares and which shall be subject to reduction in accordance with Section 9.2(f)). Each Tag-Along Response Notice shall include appropriate instructions for payment or delivery of the aggregate consideration for the Shares that the relevant Tagging Person is proposing to include in such Tag-Along Sale. Each Tagging Person that exercises its Tag-Along Rights hereunder shall deliver to the Tag-Along Seller, with its Tag-Along Response Notice, any evidence of ownership of the Shares of such Tagging Person to be included in the Tag-Along Sale reasonably required by the proposed transferee together with a limited power-of-attorney authorizing the Tag-Along Seller to execute transaction-related documents and Transfer such Shares on the terms set forth in the Tag-Along Notice and such other documents as the Tag-Along Seller may reasonably request to facilitate such Transfer. Delivery of the Tag-Along Response Notice with such evidence of ownership and limited power-of-attorney shall constitute an irrevocable acceptance of the Tag-Along Offer by such Tagging Persons, subject to the provisions of this Section 9.2 and Section 9.4.

(c) If, at the end of a 120-day period after the end of the Tag-Along Notice Period (which 120-day period shall be extended if any of the transactions contemplated by the Tag-Along Offer are subject to regulatory approval until the expiration of five (5) Business Days after all such approvals have been received, but in no event later than 180 days following the end of the Tag-Along Notice Period), the Tag-Along Seller has not completed the Transfer of all Shares proposed to be sold by the Tag-Along Seller and all Tagging Persons (but subject to reduction of such number of Shares in accordance with Section 9.2(f) on substantially the same terms and conditions set forth in the Tag-Along Notice, then the Tag-Along Seller shall (i) return to each Tagging Person the limited power-of-attorney and all applicable instruments that such Tagging Person delivered pursuant to Section 9.2(a) and any other documents in the possession of the Tag-Along Seller executed by the Tagging Persons in connection with the proposed Tag-Along Sale, and (ii) all the restrictions on Transfer contained in this Agreement or otherwise applicable at such time with respect to such Shares shall continue in effect.

(d) Concurrently with the consummation of the Tag-Along Sale, the Tag-Along Seller shall (i) notify the Tagging Persons thereof, (ii) remit to each Tagging Person the aggregate consideration for the Shares of such Tagging Person Transferred pursuant thereto (but subject to reduction for any applicable escrows or holdbacks and any transaction expenses as determined in Section 9.2), with the cash portion of the purchase price paid in accordance with

the instructions in the applicable Tag-Along Response Notice and (iii) promptly after the consummation of such Tag-Along Sale, furnish such other evidence of the completion and the date of completion of such Transfer and the terms thereof as may be reasonably requested by the Tagging Persons.

(e) If upon the expiration of the Tag-Along Notice Period any Owner entitled to elect to participate in the Tag-Along Sale shall not have elected to participate, such Owner shall be deemed to have irrevocably waived its rights under this Section 9.2 with respect to the Transfer of any Shares pursuant to such Tag-Along Sale.

(f) If the aggregate number of Shares of all Tagging Persons and the Tag-Along Seller proposed to be included in the Tag-Along Sale exceeds the number of Shares to be sold to the Prospective Buyer in such Tag-Along Sale, the Tag-Along Seller's and each Tagging Person's number of Shares to be included in the Tag-Along Sale shall be reduced on a *pro rata* basis determined based on (i) the number of Shares proposed to be included by such Owner *multiplied by* (ii) a fraction the numerator of which is the number of Shares that can be sold to the Prospective Buyer in the Tag-Along Sale and the denominator of which is the total number of Shares proposed to be included by all Owners.

(g) Subject to Section 9.2(h), the Tag-Along Seller shall Transfer, on behalf of itself and each Tagging Person, the Shares subject to the Tag-Along Offer and elected to be Transferred pursuant to this Section 9.2 on the terms and conditions set forth in the Tag-Along Notice within one hundred twenty (120) days (or such longer period as extended under Section 9.2(b)) after the end of the Tag-Along Notice Period.

(h) Notwithstanding anything contained in this Section 9.2, if the Transfer of Shares pursuant to Section 9.2 is not consummated for whatever reason there shall be no liability on the part of the Tag-Along Seller to the Tagging Persons or any other Person (other than the obligation to return any limited powers-of-attorney and other documentation received by the Tag-Along Seller). The decision to effect or abandon a Transfer of Shares pursuant to this Section 9.2 by the Tag-Along Seller is in the sole and absolute discretion of the Tag-Along Seller as are the terms of the Tag-Along Sale except, in the case of such terms, as otherwise set forth in this Section 9.2 or Section 9.4. For the avoidance of doubt, the Tag-Along Seller may not sell any of its Shares in a Tag-Along Sale unless the purchaser buys the applicable Shares of the Tagging Persons in accordance with this Section 9.2.

(i) The provisions of this Section 9.2 shall not apply to any proposed Transfer of any Shares by the Tag-Along Seller (A) pursuant to Section 9.3, or (B) to a Related Person of the Tag-Along Seller.

Section 9.3 *Drag-Along Rights*.

(a) Subject to Section 9.4, if any Owner(s) holding (directly or indirectly) at least a majority of the aggregate number of Shares then issued and outstanding (collectively, the "**Dragging Seller**") agree to a *bona fide* arms'-length negotiated Company Sale to one or more purchasers that are not Related Persons of the Dragging Seller for consideration payable in cash and/or marketable securities (a "**Prospective Drag Purchaser**", and such Company Sale, a

"**Drag-Along Sale**"), then the Dragging Seller may, at its option, exercise the rights set forth in this Section 9.3 ("**Drag-Along Rights**"); provided that prior to the Key Owner Committee Termination Date, a Drag-Along Sale shall require approval of the Board.

(b) Exercise. If the Dragging Seller wishes to exercise the Drag-Along Rights contained in this Section 9.3, then the Dragging Seller shall deliver a written notice (the "**Drag-Along Sale Notice**") to the Company at least thirty (30) Business Days prior to the consummation of the Company Sale transaction, and the Company shall deliver a copy of such Drag-Along Sale Notice to each Owner other than the Dragging Seller (each, a "**Dragged Person**" and, together with the Dragging Seller, collectively, the "**Drag-Along Sellers**") promptly (and in any event within ten (10) Business Days following receipt thereof). The Drag-Along Sale Notice shall set forth the principal terms and conditions of the proposed Company Sale, including (a) the form and structure of the proposed Company Sale, (b) the consideration to be received in the proposed Company Sale for the Shares (including, if applicable, the formula by which such consideration is to be determined and the payment terms, including a description of any marketable securities), (c) the name and address of the Prospective Drag Purchaser(s), (d) if known, the proposed date for the Company Sale, (e) the name of each Drag-Along Agent (as defined below) and (f) all other material terms and conditions of the Drag-Along Sale. Except to the extent waived by the party entitled to such consideration or as required by law, each Dragged Person shall receive the same form and amount of consideration per Share to be received by the Dragging Seller for the Shares in the Drag-Along Sale. If any holders of Shares are given an option as to the form and amount of consideration to be received, all holders of Shares will be given the same option other than to the extent prohibited by law. Unless otherwise agreed by each Drag-Along Seller, any consideration consisting of marketable securities shall be allocated among the Drag-Along Sellers *pro rata* based upon the aggregate amount of consideration to be received by such Drag-Along Sellers.

(c) Subject to the provisions of Section 9.4, each Dragged Person shall be required to participate in the Drag-Along Sale on the terms and conditions set forth in the Drag-Along Sale Notice. Each Drag-Along Seller shall vote (including acting by written consent, if requested) in favor of such Drag-Along Sale if any vote is held or requested in connection therewith and shall participate in such Drag-Along Sale as described in this Section 9.3. In furtherance of the provisions of this Section 9.3, each Dragged Person (on behalf of itself and its successors, heirs, legal representatives, and permitted assigns and transferees) hereby (i) irrevocably appoints each of the individuals identified as a "Drag-Along Agent" in the Drag-Along Sale Notice as his, her or its agent and attorney-in-fact (the "**Drag-Along Agents**") (with full power of substitution) to execute all agreements, instruments and certificates and take all action necessary to effectuate any Drag-Along Sale as contemplated under this Section 9.3 (including to Transfer such Dragged Person's Shares on the terms set forth in the Drag-Along Sale Notice), (ii) grants to each Drag-Along Agent a proxy (which shall be deemed to be coupled with an interest and to be irrevocable) to vote (including acting by written consent, if requested) all Shares having voting power held by such Person and exercise any consent rights applicable thereto in favor of any such Drag-Along Sale as provided in this Section 9.3; provided, however, that the Drag-Along Agents shall not exercise such powers-of-attorney or proxies with respect to any such Person unless such Person refuses or fails to comply with its obligations under this Section 9.3 within such period of time as may be reasonably specified by the Dragging Seller and (iii) agrees to refrain from exercising any dissenters' rights or rights of appraisal under

applicable law at any time with respect to any Drag-Along Sale. Except as otherwise provided in this Agreement, each Dragged Person hereby revokes any and all previous proxies with respect to such Shares (except as otherwise provided in this Agreement) and shall not hereafter, unless and until this Agreement terminates, purport to grant any other proxy or power of attorney with respect to any Shares, deposit any of its Shares into a voting trust or enter into any other agreement, arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of such Shares, in each case, with respect to any of the matters set forth herein. Each Dragged Person hereby covenants with the Company and the Dragging Seller: (a) to vote in opposition to any other proposal that could delay or impair the ability of the Company to consummate the Drag-Along Sale; (b) subject to Section 9.4, to execute and deliver all related documentation and take such other action in support of the Drag-Along Transaction as shall reasonably be requested by the Company or the Dragging Seller in order to carry out the terms and provisions of this Section 9.3, including executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, Share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related documents;. If a Dragged Person should fail to deliver such documentation to the Dragging Seller, the Company (subject to reversal under Section 9.3(d)) shall cause the books and records of the Company to show that such Shares are bound by the provisions of this Section 9.3(a) and that such Shares shall be deemed to be Transferred to the Prospective Drag Purchaser at the closing of the Drag-Along Sale. For the avoidance of doubt, the Shares issued pursuant to the Warrants, including any Shares that may be issued as a result of the consummation of a Drag-Along Sale, will be deemed to be subject to the provisions of this Section 9.3.

(d) The Dragging Seller shall have a period of one hundred twenty (120) days from the date of the Drag-Along Sale Notice to consummate the Drag-Along Sale on the terms and conditions set forth in such Drag-Along Sale Notice, provided that, if such Drag-Along Sale is subject to regulatory approval, such 120-day period shall be extended until the expiration of five (5) Business Days after all such approvals have been received, but in no event later than 180 days following the date of the Drag-Along Sale Notice. If the Drag-Along Sale shall not have been consummated during such period, the Dragging Seller shall return to each of the Dragged Persons all applicable instruments such Dragged Persons delivered for Transfer pursuant hereto, together with any other documents in the possession of the Dragging Seller executed by the Dragged Persons in connection with such proposed Transfer, and all the restrictions on Transfer contained in this Agreement or otherwise applicable at such time with respect to such Shares held (directly or indirectly) by the Dragged Persons shall again be in effect.

(e) Concurrently with the consummation of the Drag-Along Sale pursuant to this Section 9.3, the Dragging Seller shall give notice thereof to the Dragged Persons, shall remit to each of the Dragged Persons that have surrendered the applicable instruments the total consideration (the cash portion of which is to be paid in accordance with such Dragged Person's instructions for payment) for the Shares of such Dragged Person Transferred pursuant to this Section 9.3 hereto (but subject to reduction for any applicable escrows or holdbacks and any transaction expenses as determined in Section 9.4) and shall furnish such other evidence of the completion and time of completion of the Drag-Along Sale and the terms thereof as may be reasonably requested by such Dragged Persons.

(f) Notwithstanding anything contained in this Section 9.3, there shall be no liability on the part of the Dragging Seller to the Dragged Persons (other than the obligation to return the applicable instruments and documentation received by the Dragging Seller as set forth in Section 9.3(d)) or any other Person if the Drag-Along Sale pursuant to this Section 9.3 is not consummated for whatever reason, regardless of whether the Dragging Seller has delivered a Drag-Along Sale Notice. The decision to effect a Drag-Along Sale pursuant to this Section 9.3 by the Dragging Seller shall be in the sole and absolute discretion of the Dragging Seller as are the terms of the Drag-Along Sale except, in the case of such terms, as otherwise set forth in this Section 9.3 or Section 9.4.

(g) No Other Consideration. No Drag-Along Seller nor any of its Related Persons (which, for the avoidance of doubt, will not include any member of management or any employee of the Company or any Subsidiary thereof) shall receive any direct or indirect consideration in connection with a Company Sale to which this Section 9.3 applies (including by way of fees, consulting arrangements or a non-compete payment) other than (i) consideration received in exchange for its Shares on the terms described in the Drag-Along Sale Notice, (ii) reimbursement of expenses on a *pro rata* basis (based on the consideration being received for the Shares) and (iii) customary arrangements that would not reasonably be considered as a means to circumvent the provisions of this Section 9.3(g), such as the indemnification of Managers.

(h) The Drag-Along Seller may effect the Drag-Along Sale by means of a Business Combination, Share Transfer or Asset Sale or a combination thereof.

Section 9.4 *Additional Conditions to Tag-Along Sales and/or Drag-Along Sales*. Notwithstanding anything contained in Section 9.2 or 9.3, the rights and obligations of the Tagging Persons to participate in a Tag-Along Sale under Section 9.2 or a Dragged Person to participate in a Drag-Along Sale under Section 9.3 are subject to the following conditions:

(a) in the event the consideration to be paid in exchange for Shares pursuant to Section 9.2(d) includes any securities that are unregistered and a Member or Owner participating in such Tag-Along Sale (other than the Tag-Along Seller or Dragging Seller) is not an Accredited Investor, the Tag-Along Seller shall cause to be paid to such Member or Owner in lieu thereof an amount in cash equal to the fair market value of the securities (as determined by the Board) that such Member or Owner would otherwise receive as of the date of the issuance of such securities in such Transfer;

(b) no Tagging Person or Dragged Person, as the case may be, shall be obligated to pay any fees or expenses (other than its own) incurred in connection with any consummated or unconsummated Tag-Along Sale or any consummated or unconsummated Drag-Along Sale, except each Tagging Person or Dragged Person, as the case may be, may be obligated to bear its *pro rata* share (based on the consideration paid for the Shares Transferred) of the reasonable documented out-of-pocket fees and expenses incurred by the Tag-Along Seller or the Drag-Along Seller in connection with a consummated Tag-Along Sale or Drag-Along Sale to the extent such fees and expenses are incurred for the benefit of all Tagging Persons or Dragged Persons, as the case may be, and are not otherwise paid by the Company or another Person; and

(c) in connection with any Tag-Along Sale or Drag-Along Sale, no Tagging Person or Dragged Person shall be required to (x) agree to a non-compete, non-solicit or other restrictive covenants or agreements (other than customary confidentiality obligations), (y) enter into a lock-up provision with respect to any marketable securities received as consideration in a Drag-Along Sale, or (z) make any representation or warranty with respect to such Transfer other than with respect to customary "fundamental" matters relating to such Tagging Person or Dragged Person, including its organizational status, authority, its participation in the transaction, the number of Shares owned, its unencumbered ownership of its Shares and noncontravention of other material agreements (but not, for the avoidance of doubt, with respect to the Company) and shall not otherwise be liable for any indemnity obligation (other than severally in connection with any such representation and warranty it makes as to itself) that is not provided by escrow, purchase price adjustment, indemnity holdback or similar mechanism; provided, that the aggregate amount of liability described in this clause in connection with any Tag-Along Sale or Drag-Along Sale shall not exceed the lesser of (i) such Tagging Person or Dragged Person's *pro rata* portion of any such liability, to be determined in accordance with such Tagging Person or Dragged Person's portion of the aggregate proceeds received in connection with such transaction and (ii) the net proceeds received by such Tagging Person or Dragged Person in connection with such transaction, other than, in each case, in the case of actual and intentional fraud of such Tagging Person or Dragged Person.

Section 9.5 *Conditions Applicable to All Transfers*.Notwithstanding anything to the contrary in Section 3.3 or otherwise in this Agreement, no Transfer of Shares shall be registered on the Equity Ledger of the Company (if applicable) or otherwise recognized by the Company, unless (i) such Transfer would not require registration under the Securities Act or violate any provisions of any applicable securities law or other Applicable Law; (ii) such Transfer would not violate either this Agreement or the laws, rules or regulations of any state or any Governmental Authority applicable to the transferor, the transferee or such Transfer; or (iii) such Transfer was not made to a Person who is the subject of any pending bankruptcy or insolvency proceedings, or to a Person who is a minor or who otherwise lacks legal capacity. For the avoidance of doubt, the term "Transfer" includes a transfer of Shares through DTC.

(b) The direct transferee (i.e., a transferee that holds the Shares directly after the Transfer and after taking into account Section 3.2(c) and not simply a Beneficial Interest therein) of any Shares Transferred in accordance with this Article IX shall be admitted as a Member and shall be bound by this Agreement as a Member and Direct Owner. Any indirect transferee (i.e., a transferee that holds a Beneficial Interest in the Shares after the Transfer and after taking into account Section 3.2(c)) of Shares in accordance with this Article IX shall be bound by this Agreement as a Beneficial Owner.

(c) [A transferee in a Transfer not prohibited by this Agreement shall execute and deliver a Joinder to the Company; provided that whether or not a Joinder is executed and delivered by a transferee, to the fullest extent permitted by Applicable Law, such transferee shall be deemed to have made the representations and warranties to the Company set forth in Section 8.1 and to have become an Owner and be deemed to be subject to the terms and conditions of this Agreement applicable to Owners.] Notwithstanding the foregoing or anything in this Agreement to the contrary, a transferor of Shares will not be relieved of any liability for a breach of the Transfer provisions hereunder.

(d) Except as otherwise set forth in this Agreement, a transferring Member (other than Cede & Co.) or Owner will bear all costs for filing fees, applications, transfer, gains, stamp or similar taxes in connection with a Transfer by such Member or Owner (other than pursuant to a Drag-Along Sale) (collectively, "**Transfer Costs**"), and shall indemnify and hold harmless the Company for any such Transfer Costs; provided that all other costs and expenses related to Transfers, including relating to lender approvals or consents and other costs incurred by the Company (including by legal counsel to the Company) shall be borne by the Company.

(e) All Shares issued to any Person that are certificated shall bear a legend (if certificated), or be evidenced by notations in a book entry system including a legend, in substantially the following form:

> "THE SHARES EVIDENCED HEREBY ARE SUBJECT TO VARIOUS CONDITIONS INCLUDING CERTAIN RESTRICTIONS ON ANY OFFER, SALE, DISPOSITION, TRANSFER AND VOTING AS SET FORTH IN THE [AMENDED AND RESTATED] LIMITED LIABILITY COMPANY AGREEMENT OF [REVLON LLC] (THE "COMPANY"), DATED AS OF [ ], 2023 AS MAY BE AMENDED AND MODIFIED FROM TIME TO TIME (THE "AGREEMENT"). UNLESS OTHERWISE APPROVED BY THE BOARD OF MANAGERS OF THE COMPANY, THE SHARES ARE REQUIRED TO BE HELD AND CLEARED THROUGH DTC. NO REGISTRATION OR TRANSFER OF SUCH SHARES WILL BE MADE ON THE BOOKS AND RECORDS OF THE COMPANY UNLESS AND UNTIL SUCH RESTRICTIONS SHALL HAVE BEEN COMPLIED WITH. THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH HOLDER OF RECORD OF SUCH SHARES A COPY OF THE AGREEMENT CONTAINING THE ABOVE REFERENCED RESTRICTIONS UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS."

(f) All Shares issued by the Company, unless such Shares were issued in reliance on the exemption from registration under the Securities Act provided by Section 1145 of the Bankruptcy Code or, as determined by the Board, another exemption such that the Transfer of such Shares is not restricted under U.S. federal securities law shall be evidenced by notations on the certificate, if any, representing such Shares or in the applicable book entry system including a legend in substantially the following form:

> "THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAW OF ANY STATE OR OTHER JURISDICTION AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN EXEMPTION THEREFROM AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS. AS A CONDITION TO ANY TRANSFER, THE COMPANY RESERVES THE RIGHT TO REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH REGISTRATION IS NOT REQUIRED."

(g) As a condition precedent to any Transfer of Shares bearing a restricted Securities Act legend, the Company may require an opinion of legal counsel reasonably satisfactory to it (at the Company's sole cost and expense) that registration under the Securities Act is not required; provided, the Company shall treat all similarly situated Owners and Members equally regarding whether to require an opinion. The Company can take such actions as it deems necessary to ensure compliance with the Securities Act, including establishing one or more separate CUSIP numbers for Shares that may be restricted under U.S. federal securities law. Taking into account Applicable Law, the Company shall use commercially reasonable efforts (at the Company's sole cost and expense) to remove the legend set forth in Section 9.5(f) above from Shares bearing the same from and after one (1) year following the issuance of such Shares.

(h) The Board may make any necessary modifications to the legends set forth in Section 9.5(e) and Section 9.5(f) for such legends to comply with Applicable Law and to achieve the purpose and intent of the Transfer restrictions set forth herein. If any Shares cease to be subject to any and all restrictions on Transfer set forth in this Agreement, the Board, upon the written request of the holder thereof, shall amend the notations in the book entry system (or, if certificated, issue to such holder a new certificate) evidencing such Shares accordingly.

(i) Transfers of Shares and admission of transferees as Members or Direct Owners or Beneficial Owners in accordance with this Article IX shall not be considered to be a Related Party Transaction, regardless of the identity of the transferor or transferee.

ARTICLE X
INDEMNIFICATION AND EXCULPATION

Section 10.1 *Indemnification and Exculpation*.

(a) To the fullest extent permitted by law, the Company shall indemnify, hold harmless and defend each Covered Person from and against any and all losses, claims, damages, liabilities, whether joint or several, expenses (including legal fees and expenses), judgments, fines and amounts paid in settlement (collectively, "**Indemnified Losses**"), incurred or suffered by such Covered Person, as a party or otherwise, in connection with any threatened, pending or completed claim, demand, action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, and whether or not by or in the right of the Company, arising out of or in connection with any act or omission, or alleged act or omission, performed or omitted to be performed by such Covered Person in connection with or in any way related to the business or the operation of the Company or any Subsidiary of the Company, unless it is determined in a final, non-appealable judgment of a court of competent jurisdiction that the Indemnified Losses were the result of such Covered Person's Malfeasance. Notwithstanding the foregoing, other than any claim to enforce its rights under this Article X, the Company shall not be obligated to indemnify any Covered Person in connection with any action, suit or proceeding initiated by such Covered Person unless the initiation of such action, suit or proceeding is approved by the Board.

(b) No Covered Person shall be liable to the Company or to any Owner or Member for any loss or damage sustained by the Company or any Owner or Member, unless it is determined in a final, non-appealable judgment of a court of competent jurisdiction that the loss

or damage shall have been the result of such Covered Person's Malfeasance. The negative disposition of any claim, demand, action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, and whether by or in the right of the Company, by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Covered Person acted in a manner contrary to the standard set forth in the previous sentence.

(c) To the fullest extent permitted by Applicable Law, costs and expenses (including attorneys' fees and expenses) incurred by a Covered Person in defending or otherwise participating in any claim, demand, action, suit or proceeding subject to this Section shall be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount in the event it is ultimately determined that the Covered Person is not entitled to be indemnified therefor pursuant to this Section 10.1.

(d) The Company hereby acknowledges that certain of the Covered Persons may have certain rights to indemnification, advancement of expenses and/or insurance provided by one or more other Persons (but not including any such other Person to the extent such Person would have an obligation to provide indemnification, advancement of expenses and/or insurance pursuant to a contractual obligation to the Company or any of its Subsidiaries) (collectively, the "**Secondary Indemnitors**"), which may include Persons who employ a Covered Person or of which a Covered Person is a partner or member or whose respective Affiliates, affiliated investment funds, managed funds and management companies, if applicable, have such Covered Person as a partner or member. The Company hereby agrees (i) that it is the indemnitor of first resort in respect of the matters in this Section 10.1 (i.e., the Company's obligations to each Covered Person are primary and any obligation of the Secondary Indemnitors to advance expenses and/or provide indemnification for the same expenses and liabilities incurred by Covered Persons are secondary) and (ii) that it shall be required to advance the full amount of expenses incurred by Covered Persons and shall be liable for the full amount of any Indemnified Losses to the extent legally permitted and as required by the terms of this Agreement or any other agreement between the Company and the relevant Covered Person, without regard to any rights that such Covered Person may have against any Secondary Indemnitor. The Company further agrees that no advancement or payment by any Secondary Indemnitor shall affect the foregoing and that any relevant Secondary Indemnitors shall be subrogated to the extent of such advancement or payment to all of the rights of recovery of the relevant Covered Persons against the Company. The Company and each Covered Person agree that the Secondary Indemnitors are express third party beneficiaries of this Section 10.1.

(e) The indemnification provided by this Section 10.1 shall be in addition to any other rights to which any Covered Person may be entitled under this Agreement or any other agreement with the Company or any other Person, as a matter of law or otherwise, and shall inure to the benefit of the heirs, legal representatives, successors, assigns and administrators of the Covered Person.

Section 10.2 *Insurance*. The Company may purchase and maintain insurance on behalf of any Person who is or was a Manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a Manager, officer, employee or agent of another

limited liability company, corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by such person in any such capacity or arising out of such Person's status as such, whether or not the Company would have the power to indemnify such Person against such liability under Applicable Law or this Article X.

Section 10.3 *Rights to Rely on Legal Counsel, Accountants; Other Matters*.

(a) No Covered Person shall be liable, responsible or accountable in damages or otherwise to the Company or any Owner or Member for any performance or omission to perform any acts in reliance on the advice of accountants or legal counsel for the Company.

(b) The Company may, by action of its Board, provide indemnification to such of the officers, Managers, directors, managers, employees, agents or other representatives of the Company and its Subsidiaries, in each case, to such extent and to such effect as the Board shall determine to be appropriate.

(c) Neither the amendment nor repeal of this Article X, nor, to the fullest extent permitted by the Act, any modification of law, shall adversely affect any right or protection of any Person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed).

(d) The indemnification obligations set forth in this Article X shall survive the termination of this Agreement.

ARTICLE XI
BOOKS OF ACCOUNT; INFORMATION RIGHTS; CONFIDENTIALITY

Section 11.1 *Maintenance of Books; Reports*.

(a) The Board shall maintain, or cause to be maintained, at the principal office of the Company (or such other place determined by the Board) appropriate books and records with respect to the Company's business. Any books and records maintained by or on behalf of the Company in the regular course of its business, including the records of the Members and the Owners of the Shares, books of account and records of Company proceedings, may be kept on, or be in the form of, computer disks, hard drives, magnetic tape, photographs, micrographics or any other information storage device; provided, that the books and records so maintained are convertible into clearly legible written form within a reasonable period of time. The books and records of the Company shall be maintained, for financial reporting purposes, as determined by the Board.

(b) [To the fullest extent permitted under Applicable Law, the Owners and Members hereby waive any right to obtain any information (including books, records and other documents) from the Company and, pursuant to Section 18-305(g) of the Act, the Owners and Members shall only have such rights to obtain information relating to the Company (including books, records and other documents) as expressly provided in this Section 11.1(b)).]

(c) Financial Information. Notwithstanding Section 11.1(b), Members and Owners (in each case other than Competitors) shall have access to, or be provided with, the following; provided, that (A) prior to the receipt by any Member or Owner of any of the documents set forth in clauses (i) and (ii) below or access to the call described in clause (iii) below, such Member or Owner shall have delivered to the Company (x) a customary non-disclosure agreement (which may be on a "click-through" basis) in a form reasonably acceptable to the Board and (y) a Joinder or other acknowledgement in writing (which may, at the Company's election, be on a "click-through" basis) that such Member or Owner has received a copy of this Agreement and acknowledges that it is bound by the terms and conditions of this Agreement (including among others all applicable restrictions on Transfers and the provisions of Article VII, Article VIII, Article IX, Section 11.1(e), and Section 11.2) as an "Owner" and (B) the documents set forth in clauses (i) and (ii) below may be provided pursuant to the Datasite):

(i) [within [90] days after the end of each Fiscal Year, commencing with the fiscal year ending December 31, [2023], (A) a copy of the audited consolidated balance sheet of the Company and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, in each case, in accordance with GAAP, and (B) a management's discussion and analysis of the material operational and financial developments during such Fiscal Year;

(ii) within 45 days [(or 75 days, in the case of the fiscal quarter of the Company ending June 30, 2023)] after the end of each of the first three quarterly periods of each Fiscal Year of the Company, commencing with the fiscal quarter ending [●], [2023], (A) the unaudited consolidated balance sheet of the Company and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, in each case in accordance with GAAP (subject to normal year-end audit adjustments and the lack of complete footnotes) and (B) a management's discussion and analysis of the material operational and financial developments during such fiscal quarter][9]; and

(iii) a quarterly "earnings call" which shall take place as promptly as reasonably practicable after the distribution of the financial statements for the applicable quarter, which shall include a reasonable opportunity for questions from Owners; provided, that the Company shall provide the date and dial-in information for such call and post such information to the Datasite at least three (3) days prior to such call.

(d) The Company shall satisfy its obligations under Section 11.1(c)(i) and Section 11.1(c)(ii) by providing each Owner access to a confidential website such as Intralinks or Epiq and timely posting such information on such website (the "**Datasite**"), which Datasite will be accessible as promptly as practicable following the Effective Date.

(e) Information to Prospective Purchasers. A Member or Owner (including a Tag-Along Seller or a Dragging Seller) may provide the information provided pursuant to Section 11.1(c)(i) and Section 11.1(c)(ii) or any other Confidential Information to any *bona fide* prospective transferees (other than Competitors (except in the case of a Drag-Along Sale)) as

[9] To be conformed to any changes to equivalent Credit Agreement provisions.

follows: the Member or Owner will give notice to the Company of the proposed transferees and the Company will then send to the prospective purchaser by e-mail or other electronic communication a link to a website or other portal from which the applicable information and a copy of this Agreement may be accessed subject to (i) the execution by the prospective purchaser and the Company of a customary non-disclosure agreement in favor of the Company in a form reasonably acceptable to the Board (which may, at the Company's election, be on a "click-through" basis) and (ii) an acknowledgement in writing (which may, at the Company's election, be on a "click-through" basis) from such prospective purchaser that such prospective purchaser has received a copy of this Agreement and acknowledges that such prospective purchaser will be bound by the terms and conditions of this Agreement (including among others all applicable restrictions on Transfers and the provisions of Article VII, Article VIII, Article IX, Section 11.1(e), and Section 11.2) as an "Owner" if such prospective purchaser acquires any Shares whether or not it executes a Joinder.

(f) The Board may authorize the Company to make such information available as the Board approves to one or more Owners or Members and Related Persons as determined by the Board, and the fact that information was not provided to any such Owner or Member and Related Persons will not entitle the other Owners or Members to the same information.

(g) Upon the request of any Key Owner Committee Member or Designating Key Owner from time to time, the Company shall make available in the Datasite all information that would constitute material non-public information that has been provided by the Company to such Key Owner Committee Member or Designating Key Owner or their respective Representatives and that is not otherwise in the Datasite or publicly available.

Section 11.2 *Confidentiality*.

(a) *General*. Except as permitted pursuant to a written consent provided by the Company, each Owner, Member and their respective Affiliates shall, during the term of this Agreement and for eighteen (18) months thereafter, keep the Confidential Information confidential and use the Confidential Information only in connection with the transactions contemplated by this Agreement, its investment in the Company, and exercising and enforcing its rights under this Agreement; provided that nothing herein shall prevent any Owner, Member or their respective Affiliates from disclosing Confidential Information:

(i) to the extent required or requested by any order of any court or administrative agency, or as may be required by Applicable Law in response to any summons or subpoena or in connection with any litigation;

(ii) to the extent required by Applicable Law or by the regulations, rules or policies of any applicable regulatory or self-regulatory body;

(iii) to the extent necessary in connection with the exercise of any remedy hereunder or as may be necessary in a claim in aid of arbitration, or to obtain urgent measures or protection, or for enforcement of an arbitral award;

(iv) to such Owner's or Member's (or its Related Persons') Representatives that need to know such information and whom such Owner, Member or Related Person, as applicable, shall instruct to observe the terms of this Section 11.2;

(v) as may be required in connection with an audit by any taxing authority;

(vi) in accordance with Section 11.1(e); and

(vii) to the extent required to be included in tax returns or financial statements (including footnotes thereto) or other required governmental filings or provided in connection with general examinations of such Person not specifically related to the ownership of Shares.

provided that, in the case of sub-sections (i), (ii) and (v), such Owner or Member shall (with any costs and expenses related thereto to be the sole responsibility of the Company) (A) notify the Company of the proposed disclosure as far in advance of such disclosure as reasonably practicable to the extent legally permissible, (B) use commercially reasonable efforts to ensure that any information so disclosed is accorded confidential treatment when and if available, (C) limit the disclosure to that required by law and, to the extent permitted under Applicable Law, ensure that the name, address and all other identifying information of the other Owners and Members and their respective Affiliates shall first be redacted, removed or omitted as appropriate, (D) to the extent practicable, take into account the comments of the Company in respect of such disclosure, (E) reasonably cooperate with the Company in protecting against disclosure, and (F) take reasonable efforts to obtain assurances that confidential treatment will be accorded to the disclosed Confidential Information; and provided, further, that notwithstanding anything to the contrary in this Agreement, each Owner and each Member (and any employee, representative, or other agent of such Owner or Member) may disclose to any and all Persons, without limitation of any kind, information regarding the U.S. federal tax treatment and tax structure of the transactions contemplated by this Agreement; provided, however, that information regarding the U.S. federal tax treatment and tax structure of the transactions contemplated by this Agreement shall not include the name, address or other identifying information of the other Owners and Members and their respective Affiliates.

(b) *Press Release; Communications*. Any general notices, releases, statements or communications to the general public or the press relating to this Agreement and/or any related documents and/or, to the extent related thereto, the Members and Owners and/or their Affiliates, and/or the transactions contemplated by any of the foregoing and/or the business or management of the Company, shall be made only at such times and in such manner as determined by the Board; provided that an Owner or Member may disclose to third parties that it is a Member or Owner of the Company.

ARTICLE XII
DURATION AND TERMINATION OF COMPANY

Section 12.1 *Events Causing Dissolution and Winding Up*. The Company shall be dissolved only upon the occurrence of any of the following events ("**Dissolution Event**"):

(a) an election to dissolve the Company by the Board that is approved by the affirmative vote of a majority of the votes cast on the matter by the Members;

(b) the final decree of judicial dissolution of the Company under Section 18-802 of the Act; and

(c) the Company ceasing to have any Members, unless a Person is admitted as a Member to the Company and the Company is continued without dissolution in accordance with the Act.

The bankruptcy, insolvency or dissolution of an Owner or Member, as applicable, shall not, in and of itself, cause the Owner or Member, as applicable, to cease to be an Owner or Member, as applicable, of the Company and, upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Section 12.2 *Liquidation and Winding Up*. Upon the occurrence of a Dissolution Event, the Company shall be liquidated and the Board (or other Person designated by the Board or a decree of court) shall wind up the affairs of the Company. In such case, the Board (or such other Person designated by the Board or a decree of court) shall have the authority, in its sole and absolute discretion, to sell the Company's assets and properties or distribute them in kind. The Board or other Person winding up the affairs of the Company shall promptly proceed to the liquidation of the Company. In proceeding with the winding-up process, it is the Members' and Owners' objective that the winding-up process for the Company shall be completed within three years following the sale of the Company's last asset (assuming that the Company and its Subsidiaries are not then parties to any outstanding litigation which has not been resolved). In a liquidation, the assets and property of the Company shall be distributed in the following order of priority:

(a) to creditors of the Company, including Members and Owners who are creditors, to the extent otherwise permitted by Applicable Law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and

(b) the balance, if any, to each Member on a *pro rata basis* among Members (based on Shares held directly), subject to the preferential or other rights of any Members of other Equity Securities then outstanding.

Section 12.3 *Certificate of Formation*. Upon the completion of the winding up of the Company, including the distribution of Company cash and property as provided in Section 12.2 in connection with the liquidation of the Company, the Certificate of Formation and all qualifications of the Company as a foreign limited liability company in jurisdictions other than the State of Delaware shall be canceled and such other actions as may be necessary to terminate the Company's existence shall be taken by the Board or such other Person winding up the affairs of the Company.

Section 12.4 *Waiver of Partition*. To the maximum extent permitted by Applicable Law, each Owner and Member hereby waives any right to partition of the Company property.

Section 12.5 *Termination of the Agreement* . All provisions of this Agreement shall terminate upon the earlier to occur of (i) termination of the Company in accordance with Applicable Law or (ii) the consummation of an IPO of the Company (or its successor entity pursuant to Section 7.1), except as expressly provided otherwise herein (including in Section 7.2, Section 7.3, Section 10.3(d), and Section 11.2) and no termination will relieve any Party of any liability or any breach prior to termination.

ARTICLE XIII
GENERAL

Section 13.1 *Choice of Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to conflicts of law principles of such State.

Section 13.2 *Forum, Venue and Jurisdiction*.

(a) Except as otherwise set forth in Section 6.8, each Member and each Owner:

(i) irrevocably agrees that, unless the Company (through the approval of the Board) consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for any claims, suits, actions or proceedings (A) arising out of or relating in any way to this Agreement (including any claims, suits or actions to interpret, apply or enforce the provisions of this Agreement or the duties, obligations or liabilities among Members or Owners or of Members or Owners to the Company, or the rights or powers of, or restrictions on, the Owners, Members or the Company), (B) brought in a derivative manner on behalf of the Company, (C) asserting a claim of breach of a duty owed by any Manager, officer or other employee of the Company or any Covered Person, (D) asserting a claim arising pursuant to any provision of the Act or (E) asserting a claim governed by the internal affairs doctrine, in each case regardless of whether such claims, suits, actions or proceedings sound in contract, tort, fraud or otherwise, are based on common law, statutory, equitable, legal or other grounds, or are derivative or direct claims; provided, that if and only if the Court of Chancery of the State of Delaware dismisses any such claims, suits, actions or proceedings for lack of subject matter jurisdiction, such claims, suits, actions or proceedings may be brought in another state or federal court sitting in the State of Delaware;

(ii) irrevocably submits, unless the Company (through the approval of the Board) consents in writing to the selection of an alternative forum, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware in connection with any such claim, suit, action or proceeding; provided, that if and only if the Court of Chancery of the State of Delaware dismisses any such claims, suits, actions or proceedings for lack of subject matter jurisdiction, it irrevocably submits to the exclusive jurisdiction of any state or federal court sitting in the State of Delaware;

(iii) irrevocably agrees not to, and irrevocably waives any right to, assert in any such claim, suit, action or proceeding that it is not personally subject to the jurisdiction of the Court of Chancery of the State of Delaware (unless the Company (through the

approval of the Board) consents in writing to the selection of an alternative forum) or of any other court to which proceedings in the Court of Chancery of the State of Delaware may be appealed (unless the Company (through the approval of the Board) consents in writing to the selection of an alternative forum); provided, that if and only if the Court of Chancery of the State of Delaware dismisses any such claims, suits, actions or proceedings for lack of subject matter jurisdiction, then it irrevocably agrees not to, and irrevocably waives any right to, assert in any such claim, suit, action or proceeding that (A) it is not personally subject to the jurisdiction of any state or federal court sitting in the State of Delaware, (B) such claim, suit, action or proceeding is brought in an inconvenient forum, or (C) the venue of such claim, suit, action or proceeding is improper; and

(iv) consents to process being served in any such claim, suit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices hereunder, and agrees that such services shall constitute good and sufficient service of process and notice thereof; provided, that nothing in this Section 13.2 shall affect or limit any right to serve process in any other manner permitted by Applicable Law.

(b) *Specific Enforcement.* Each party acknowledges that the remedies at law of the other parties for a breach or threatened breach of this Agreement may be inadequate and, in recognition of this fact, any party, without posting any bond, and in addition to all other remedies that may be available, shall be entitled to seek equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.

(c) *Waiver of Jury Trial*. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 13.3 *Notices*. Any notice, demand, request, report, information or document (each, a "**Notice**") required or permitted to be given or made to a Member or Owner under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class United States mail or by other means of written communication to the Member or Owner at the address set forth in the Company records or to Cede & Co. at the address set forth in its signature page to this Agreement, as applicable (provided that if a Notice is delivered to Cede & Co., the Company shall post a copy of such Notice to the Datasite on the same day as delivery to Cede & Co.). Any Notice or payment shall be deemed conclusively to have been given or made to the Member or Owner, and any obligation to give such Notice or to make such payment shall be deemed conclusively to have been fully satisfied, upon sending of such Notice or payment to the Member or Owner of such Shares at its address as shown on the records of the Company or to Cede & Co. (provided that if a Notice is delivered to Cede & Co., the Company shall post a copy of such Notice to the Datasite on the same day as delivery to Cede & Co.) at the address set forth in its signature page to this Agreement (or, in the case of access via the Internet as set forth in the following sentence, upon sending the e-mail set forth in the following sentence), regardless of any claim of any Person who may have an interest in such Shares by reason of any assignment or otherwise. Notwithstanding the foregoing, any such

Notice shall be deemed given or made if it is made available via the Datasite (including if access is available only by the Member or Owner agreeing to a customary non-disclosure agreement on a "click-through" basis) and e-mail notice of such availability is sent to the Member or Owner at the e-mail address set forth in the Company records. An affidavit or certificate of making or giving of any Notice or payment in accordance with the provisions of this Section 13.3 executed by the Company, a Manager or the mailing organization shall be *prima facie* evidence of the giving or making of such Notice or payment. If any Notice or payment addressed to a Member or Owner at the address appearing on the books and records of the Company is returned by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver it, such Notice or payment and any subsequent Notice or payment shall be deemed to have been duly given or made without further mailing (until such time as such Member or Owner, or another Person notifies the Company of a change in the address of such Member or Owner) if they are available for the Members or Owners at the principal office of the Company for a period of one year from the date of the giving or making of such Notice or payment to the other Members and Owners. If the e-mail notice of access via the Datasite is properly sent in accordance with the sentence two sentences above and the e-mail is not received (and regardless of whether a "bounce back" message is received), such Notice and any subsequent Notices shall be deemed to have been duly given or made without further e-mailing (until such time as such Member, Owner or another Person notifies the Company of a change in the e mail address of such Member or Owner.) if they are available for the Members and Owners at the principal office of the Company for a period of one year from the date of the giving or making of such Notice to the other Members and Owners.

Any notice to the Company shall be deemed given if received by the Company at the principal office of the Company designated pursuant to Section 2.5. The Board may rely on and shall be protected in relying on any notice or other document from a Member, Owner or other Person if believed by it to be genuine. The terms "in writing," "written communications," "written notice" and words of similar import shall be deemed satisfied under this Agreement by use of e-mail and other forms of electronic communication. Notwithstanding the foregoing, if the Shares are issued through DTC, such Notices will also be given or made concurrently to the indirect holders of such Shares through the Datasite.

Section 13.4 *Further Action*. The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 13.5 *Amendment; Waiver*.

(a) Except as otherwise specifically provided herein, this Agreement may be amended, restated or modified from time to time only with the prior written consent of the Company and Owners holding not less than a majority of the Shares then outstanding; provided, that (i) any amendment, restatement or modification to any of Section 3.4 (Preemptive Rights), Article IX (Transfers) Section 11.1(c) (Financial Information), Section 11.1(e) (Information to Prospective Purchasers) or to any of the defined terms in Section 1.1 (Definitions) that are defined or used in any of the foregoing Sections to the extent used in any of the foregoing Sections, shall require the consent of the Company and Owners holding not less than two-thirds of the Shares then outstanding; (ii) any amendment, restatement or modification of this

Agreement that adversely affects the rights of any Key Owner Committee Member (prior to the Key Owner Committee Termination Date) or Designating Key Owner (prior to the Designating Key Owner Termination Date) shall require the prior written consent of such Key Owner Committee Member or Designating Key Owner, as applicable, (iii) any amendment, restatement or modification that materially and adversely affects a particular Owner (in its capacity as an owner of Shares) (a "**Disproportionately Affected Owner**") in a manner disproportionate to the manner in which it affects other Owners (in their capacities as owners of Shares) shall also require the prior written consent of such Disproportionately Affected Owner (provided that if any amendment, restatement or modification materially and adversely affects a group of Disproportionately Affected Owners in a similar manner, such amendment, restatement or modification shall for purposes of this clause (iii) require only the prior written consent of Disproportionately Affected Owners holding not less than two-thirds of the Shares held by such Disproportionately Affected Owners), (iv) any amendment, restatement or modification of any clause of this Section 13.5, or any other provision of the Agreement, that provides for the approval of a given Owner or group of Owners or approval by at least a specified percentage of Shares held by Owners shall also require approval of that Owner or group of Owners or at least that specified percentage of Shares held by Owners, as applicable.

(b) Unless expressly set forth herein, no provision of this Agreement may be waived except pursuant to a written instrument signed by the party or parties hereto against whom enforcement of such waiver is sought. The waiver by any party of any provision of this Agreement is effective only in the instance and only for the purpose that it is given and does not operate and is not to be construed as a further or continuing waiver of such provision or as a waiver of any other provision. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

Section 13.6 *Headings*. The headings of the articles, sections and subsections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part hereof or affect the interpretation hereof.

Section 13.7 *Counterparts*. This Agreement may be executed in several counterparts, each of which be deemed an original but all of which shall constitute one and the same instrument. An electronic PDF or electronic signature of an executed counterpart of this Agreement shall be deemed an original. For the avoidance of doubt, a Person's execution and delivery of this Agreement by electronic signature and electronic transmission, including via DocuSign or other similar method, shall constitute the execution and delivery of a counterpart of this Agreement by or on behalf of such Person and shall bind such Person to the terms of this Agreement. This Agreement and any additional information incidental hereto may be maintained as electronic records. At the request of any party, each other party will re-execute original forms thereof and deliver them to the requesting party. No party will raise the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each party forever waives any such defense.

Section 13.8 *Severability*. Every term and provision of this Agreement is intended to be severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for

any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by Applicable Law and, in any event, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement, provided, however, that the Owners and Members shall negotiate in good faith to amend this Agreement to modify any such illegal, invalid or unenforceable provision in order to carry out the Owners' and Members' intent and agreement as embodied herein to the maximum extent permitted by law.

Section 13.9 *Binding Agreement; No Third Party Beneficiaries*. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and successors and nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement (other than pursuant to Section 6.8 and Article X hereof).

Section 13.10 *Assignment*. Except as specifically provided herein, no party under this Agreement may assign its rights and obligations hereunder without the prior written consent of the Board; provided, however that upon a Transfer by a Member or Owner of its ownership of Shares in compliance with this Agreement, its rights and obligations under this Agreement to the extent related to such Shares will be assigned to and assumed by the transferee but no such assignment and assumption will release any transferor or Member or Owner of any liability for any prior breach of the Agreement or of its obligations under Section 13.3.

Section 13.11 *Reliance by Third Parties*. Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Company shall be entitled to assume that the Board and any officer authorized by the Board to act on behalf of and in the name of the Company has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Company and to enter into any authorized contracts on behalf of the Company, and such Person shall be entitled to deal with the Board or any officer as if it were the Company's sole party in interest, both legally and beneficially. In no event shall any Person dealing with the Board or any officer or their respective representatives be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expediency of any act or action of the Board or any officer or their respective representatives. Each and every certificate, document or other instrument executed on behalf of the Company by the Board or any officer or their respective representatives shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (b) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Company and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Company.

Section 13.12 *No Partition*. Except as otherwise expressly provided in this Agreement, each of the Owners and Members in such capacity hereby irrevocably waives any right or power that such Owners or Members might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any Applicable Law, or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation or termination of the Company. Each of the Owners and Members

has been induced to enter into this Agreement in reliance upon the waivers set forth in this Section 13.12, and without such waivers, no Owner or Member would have entered into this Agreement. No Owner or Member shall have any interest in any specific assets of the Company.

Section 13.13 *Non-Recourse*. Notwithstanding anything to the contrary contained in this Agreement, recourse for the payment or performance of the obligations of any Member or Owner under the terms of this Agreement shall be limited solely to the Member or Owner and no direct or indirect member, partner, shareholder, principal, officer, Manager, employee or affiliate of a Member or Owner shall have any personal liability for the payment or performance of any obligations under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[REVLON LLC]

By: _____
Name:
Title:

EXHIBIT A

FORM OF GLOBAL CERTIFICATE
-EVIDENCING-
SHARES
-IN-

[REVLON LLC]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THE SHARES EVIDENCED HEREBY ARE SUBJECT TO VARIOUS CONDITIONS INCLUDING CERTAIN RESTRICTIONS ON ANY OFFER, SALE, DISPOSITION, TRANSFER AND VOTING AS SET FORTH IN THE [AMENDED AND RESTATED] LIMITED LIABILITY COMPANY AGREEMENT OF [REVLON LLC] (THE "COMPANY"), DATED AS OF [ ], 2023, AS MAY BE AMENDED OR AMENDED AND RESTATED FROM TIME TO TIME (THE "AGREEMENT"). UNLESS OTHERWISE APPROVED BY THE BOARD OF MANAGERS OF THE COMPANY, THE SHARES ARE REQUIRED TO BE HELD AND CLEARED THROUGH DTC. NO REGISTRATION OR TRANSFER OF SUCH SHARES WILL BE MADE ON THE BOOKS AND RECORDS OF THE COMPANY UNLESS AND UNTIL SUCH RESTRICTIONS SHALL HAVE BEEN COMPLIED WITH. THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH HOLDER OF RECORD OF SUCH SHARES A COPY OF THE AGREEMENT CONTAINING THE ABOVE REFERENCED RESTRICTIONS UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS.

This is to certify that CEDE & CO. is the owner and registered holder of this Certificate evidencing the ownership of the number of limited liability company interests in [REVLON LLC], a Delaware limited liability company (the "Company").

At the request of the registered holder this Certificate may be exchanged for one or more Certificates issued to the registered holder in such denominations as the registered holder may request.

The Company may deem and treat the person in whose name this Certificate is registered upon the books of the Company as the owner hereof for all purposes and the Company shall not be affected by any notice to the contrary.

IN WITNESS WHEREOF, the Company has caused this Certificate to be executed in its name by the manual or facsimile signature of one of its authorized signatories.

[REVLON LLC]

By: _____
Name:
Title:

Exhibit B
Form of Registration Rights Agreement

Annex A

[*To be inserted when finalized*]

Draft 3/28/23

Annex A – Owner Governance Matters

For purposes of this Annex only, references herein to the Agreement shall be deemed to mean the Agreement excluding the terms of this Annex. In the event of any conflict between the terms of the Agreement and the terms of the Annex, the terms of the Agreement shall govern.

References in this Annex to any Section shall mean references to Sections of this Annex A, unless the context indicates otherwise.

Terms used in this Annex A that are not otherwise defined in this Annex A shall have the meanings assigned to such terms in the Agreement.

ARTICLE I

DEFINITIONS

1.1 "Derivative" means any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, hedging transactions and borrowed or loaned shares) that has been entered into, directly or indirectly, by or on behalf of the Proponent or any Owner Associated Person with respect to, Shares or other Equity Securities, the effect or intent of which is to (i) mitigate loss, (ii) manage risk or benefit of share price changes or (iii) increase or decrease the voting power of the Proponent or any Owner Associated Person.

1.2 "Managers" means Independent Managers (as defined in the Agreement).

1.3 "Nominating Owners" shall have the meaning as set forth in Section 3.1(b).

1.4 "Notice of Business" shall have the meaning as set forth in Section 2.2(c).

1.5 "Notice of Nomination" shall have the meaning as set forth in Section 3.1(c).

1.6 "Notice Record Date" shall have the meaning as set forth in Section 2.4(a).

1.7 "Office of the Company" means the executive office of the Company or any other offices at any other place or places where the Company is qualified to do business, as the Board may establish for purposes hereof.

1.8 "Proponent" shall have the meaning as set forth in Section 2.2(d)(i).

1.9 "Owner Associated Person" means with respect to any Owner, (i) any other beneficial owner of Shares or other Equity Securities that are owned by such Owner and

(ii) any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Owner or such beneficial owner.

1.10 "Owner Business" shall have the meaning as set forth in Section 2.2(b).

1.11 "Owner Information" shall have the meaning as set forth in Section 2.2(d)(iii).

1.12 "Owner Nominees" shall have the meaning as set forth in Section 3.1(b).

1.13 "Voting Commitment" shall have the meaning as set forth in Section 3.2.

1.14 "Voting Record Date" shall have the meaning as set forth in Section 2.4(a).

ARTICLE II

OWNERS

2.1 Place of Meetings. Meetings of Owners may be held at such place, if any, either within or outside the State of Delaware, or by means of remote communication, as may be designated by the Board from time to time. Participation by an Owner in a remote meeting shall constitute presence in person at such meeting.

2.2 Annual Meetings; Owner Proposals.

(a) A meeting of Owners for the election of Managers and other business shall be held annually at such date and time as may be designated by the Board from time to time (but, in any event, no later than thirty (30) days after each anniversary of the Effective Date; *provided*, that the first annual meeting following the Effective Date shall not be held earlier than [●].[1]

(b) At an annual meeting of the Owners, only business (other than business relating to the nomination, appointment or election of Managers, which is governed by Article III) that has been properly brought before the Owner meeting in accordance with the procedures set forth in this Section 2.2 shall be conducted. To be properly brought before a meeting of Owners, such business must be brought before the meeting by or at the direction of the Board or any authorized committee thereof or by an Owner who (i) was an Owner of the Company when the notice required by this Section 2.2 is delivered to the Secretary of the Company and at the time of the meeting, (ii) is entitled to vote at the meeting and (iii) complies with the notice and other provisions of this Section 2.2. Subject to Section 2.2(i), and except with respect to nominations or elections of Managers, which are governed by Section 3.1, Section 2.2(b) is the exclusive means by

[1] NTD: To insert one year from Effective Date.

which an Owner may bring business before an annual meeting of Owners. Any business brought before an annual meeting in accordance with Section 2.2(b) is referred to as "Owner Business".

(c) Subject to Section 2.2(i), at any annual meeting of Owners, all proposals of Owner Business must be made by timely written notice given by or on behalf of an Owner (the "Notice of Business") and must otherwise be a proper matter for Owner action. To be timely, the Notice of Business must be delivered personally or mailed to, and received at the Office of the Company, addressed to the Secretary of the Company, by no earlier than one-hundred-twenty (120) days and no later than ninety (90) days before the first anniversary of the date of the prior year's annual meeting of Owners; provided, however, that (i) if the annual meeting of Owners is advanced by more than thirty (30) days, or (subject to Section 2.2(a)) delayed by more than sixty (60) days, from the first anniversary of the prior year's annual meeting of Owners or (ii) in the case of the Company's first annual meeting of Owners following the Effective Date, the notice by the Owner to be timely must be received (A) no earlier than one-hundred-twenty (120) days before such annual meeting and (B) no later than the later of ninety (90) days before such annual meeting and the tenth (10^{th}) day after the day on which the notice of such annual meeting was first made by mail or through the Datasite. In no event shall an adjournment, postponement or deferral, or the making of an announcement in respect thereof, commence a new time period (or extend any time period) for the giving of the Notice of Business.

(d) The Notice of Business must set forth:

(i) the name and address of each Owner proposing Owner Business (the "Proponent"), as it appears on the Company's books;

(ii) the name and address of any Owner Associated Person;

(iii) as to each Proponent and any Owner Associated Person, (A) the number of Shares and other Equity Securities directly or indirectly held by the Proponent or Owner Associated Person, (B) the date(s) such Shares and other Equity Securities were acquired, (C) a description of any agreement, arrangement or understanding, direct or indirect, with respect to such Owner Business between or among the Proponent, any Owner Associated Person or any others (including their names) acting in concert with any of the foregoing, (D) a description of any Derivative, (E) a description in reasonable detail of any proxy (including revocable proxies), contract, arrangement, understanding or other relationship pursuant to which the Proponent or any Owner Associated Person has a right to vote any Shares or other Equity Securities, (F) any rights to dividends or distributions on the Shares or other Equity Securities owned beneficially by the Proponent or any Owner Associated Person that are separated or separable from the underlying Shares or other Equity Securities, (G) any proportionate interest in Shares, other Equity Securities or Derivatives held, directly or indirectly, by a general or limited partnership in which the Proponent or any Owner Associated Person is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (H) any performance-related fees (other than an asset-based fee) that the Proponent or any Owner

Associated Person is entitled to that is based on any increase or decrease in the value of Shares or Derivatives thereof, if any, as of the date of such notice. The information specified in Section 2.2(d)(i) to Section 2.2(d)(iii) is referred to as "Owner Information";

(iv) a representation that each Proponent is an Owner of Shares or, if applicable, other Equity Securities entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to propose such Owner Business,

(v) a brief description of the Owner Business desired to be brought before the annual meeting, the text of the proposal (including the text of any resolutions proposed for consideration and, if such business includes a proposal to amend the Agreement or this Annex, the language of the proposed amendment) and the reasons for conducting such Owner Business at the meeting;

(vi) any material interest of each Proponent and any Owner Associated Person in such Owner Business;

(vii) a representation as to whether the Proponent intends (A) to deliver a proxy statement and form of proxy to holders of at least the percentage of the Company's Shares or other Equity Securities (if applicable) required to approve or adopt such Owner Business or (B) otherwise to solicit proxies from Owners in support of such Owner Business;

(viii) all other information that would be required to be filed with the Commission if the Proponents or Owner Associated Persons were participants in a solicitation subject to Section 14 of the Exchange Act; and

(ix) a representation that the Proponents shall provide any other information reasonably requested by the Company.

(e) The Proponents shall provide any other information reasonably requested by the Company within ten (10) Business Days after receipt of such request.

(f) In addition, the Proponent shall affirm as true and correct the information provided to the Company in the Notice of Business or at the Company's request pursuant to Section 2.2(e) (and shall update or supplement such information as needed so that such information shall be true and correct) as of (i) the record date for the meeting, (ii) the date that is ten (10) calendar days before the first anniversary date of the Company's proxy statement and/or notice of annual meeting distributed to Owners in connection with the previous year's annual meeting and (iii) the date that is ten (10) Business Days before the later of the annual meeting or any adjournment or postponement thereof. Such affirmation, update and/or supplement must be delivered personally or mailed to, the Office of the Company, addressed to the Secretary of the Company, by no later than (x) five (5) Business Days after the applicable date specified in clause (i) or (ii) of the foregoing sentence (in the case of the affirmation, update and/or supplement required to be made as of those dates), and (y) not later than seven Business Days before the date

for the annual meeting (in the case of the affirmation, update and/or supplement required to be made as of ten (10) Business Days before the annual meeting or any adjournment or postponement thereof).

(g) The person presiding over the meeting shall, acting in good faith, have the power, with respect to any Owner Business attempted to be introduced at a meeting by resolution or proposal made by an Owner, to determine and declare at the meeting, that such business was not properly brought before the meeting in accordance with the procedures set forth in this Section 2.2, and, if such Owner Business was not properly brought in accordance with such procedures, to exclude the consideration of any such business at the meeting.

(h) If the Proponent (or a qualified representative of the Proponent) does not appear at the meeting of Owners to present the Owner Business, then such business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Company. For purposes of this Section 2.2, to be considered a qualified representative of the Owner, a person must be a duly authorized officer, manager or partner of such Owner or must be authorized by a writing executed by such Owner or an electronic transmission delivered by such Owner to act for such Owner as proxy at the meeting of Owners and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of Owners.

(i) The notice requirements of this Section 2.2 shall be deemed satisfied with respect to Owner proposals that have been properly brought under Rule 14a-8 of the Exchange Act (as if Rule 14a-8 were applicable to the Company) and that are included in a proxy statement that has been prepared by the Company to solicit proxies for such annual meeting.

2.3 Special Meetings. Special meetings of Owners, for any purpose or purposes, unless otherwise prescribed by Applicable Law, may be called at any time upon no less than 10 days and no more than 90 days prior notice (which notice will be posted to the Datasite) by the Board or by Owners holding a majority of the Shares (who shall demand such special meeting by written notice given to the [President] [CEO] or Chairman specifying the purpose or purposes of such meeting), and may not be called by any other person or persons. Business transacted at any special meeting of Owners shall be limited to the purposes stated in the notice of such meeting (which purposes shall, in the case of a special meeting called by holders of Shares in accordance with the prior sentence, be limited to the purposes set forth in their written notice and, for the avoidance of doubt, such holders need not comply with Sections 2.2(c)–2.2(h)) in connection therewith.

2.4 Record Date.

(a) For the purpose of determining the Owners entitled to notice of any meeting (including a special meeting) of Owners or any adjournment thereof, unless otherwise required by Applicable Law or the Agreement, the Board may fix a record date

(the "Notice Record Date"), which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than ninety (90) or less than ten (10) days before the date of such meeting. The Notice Record Date shall also be the record date for determining the Owners entitled to vote at such meeting unless the Board determines, at the time it fixes such Notice Record Date, that a later date on or before the date of the meeting shall be the date for making such determination (the "Voting Record Date"). For the purposes of determining the Owners entitled to receive payment of any dividend or other distribution or allotment of any rights, exercise any rights in respect of any change, conversion or exchange of Shares or other Equity Securities or take any other lawful action, unless otherwise required by the Agreement or by Applicable Law, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than ninety (90) days prior to such action.

(b) If no such record date under Section 2.4(a) is fixed:

(i) The record date for determining Owners entitled to notice of and to vote at a meeting of Owners shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and

(ii) When a determination of Owners entitled to notice of or to vote at any meeting of Owners has been made as provided in this Section 2.3, such determination shall apply to any adjournment thereof, unless the Board fixes a new Voting Record Date for the adjourned meeting, in which case the Board shall also fix such Voting Record Date or a date earlier than such date as the new Notice Record Date for the adjourned meeting.

2.5 Notice of Meetings of Owners. Whenever Owners are required or permitted to take any action at a meeting under the provisions of Applicable Law, this Annex or the Agreement, notice shall be given stating the place, if any, date and hour of the meeting, the means of remote communication, if any, by which Owners and proxy holders may be deemed to be present in person and vote at such meeting, the Notice Record Date and the Voting Record Date, if such date is different from the Notice Record Date, and the purposes for which the meeting is called. Unless otherwise provided by these By-laws or Applicable Law, notice of any meeting shall be given, not less than ten (10) nor more than ninety (90) days before the date of the meeting, to each Owner entitled to vote at such meeting as of the Notice Record Date. If mailed, such notice shall be deemed to be given when deposited in the U.S. mail, with postage prepaid, directed to the Owner at his or her address as it appears on the records of the Company; provided, that the Company shall post a copy of such notice to the Datasite. An affidavit of the Secretary, an Assistant Secretary or the transfer agent of the Company that the notice required by this Section 2.5 has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if (x) the time and place thereof are announced at the meeting at which the adjournment is taken and (y) details on such

adjourned meeting are posted to the Datasite. Any business that might have been transacted at the meeting as originally called may be transacted at the adjourned meeting. If, however, the adjournment is for more than thirty (30) days or, if after the adjournment a new Notice Record Date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Owner entitled to vote at the meeting. If, after the adjournment, a new Voting Record Date is fixed for the adjourned meeting, the Board shall fix a new Notice Record Date in accordance with Section 2.4(b)(ii) hereof and shall give notice of such adjourned meeting to each Owner entitled to vote at such meeting as of the Notice Record Date.

2.6 Waivers of Notice. Whenever the giving of any notice to Owners is required by Applicable Law, the Agreement or this Annex, a written waiver, signed by the Owner entitled to notice, or a waiver by electronic transmission by such Owner, whether before or after the event as to which such notice is required, shall be deemed equivalent to notice. Attendance by an Owner at a meeting shall constitute a waiver of notice of such meeting except when the Owner attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purposes of, any regular or special meeting of the Owners need be specified in any waiver of notice.

2.7 Quorum of Owners; Adjournment. Except as otherwise provided by the Agreement or this Annex, at each meeting of Owners, the presence in person or represented by proxy of the holders of a majority of the voting power of all outstanding Shares entitled to vote at the meeting of Owners shall constitute a quorum for the transaction of any business at such meeting. In the absence of a quorum, the holders of a majority of the voting power of the Shares present in person or represented by proxy at any meeting of Owners, including an adjourned meeting, or the person presiding over the meeting may adjourn such meeting to another time and place. Shares of the Company belonging to the Company or to another Person, if a majority of the Shares entitled to vote in the election of Managers of such other Person is held, directly or indirectly, by the Company, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Company to vote Shares held by it in a fiduciary capacity.

2.8 Voting; Proxies. Except as may otherwise be provided in the Agreement, this Annex or by Applicable Law, each holder of Shares, as such, shall be entitled to one vote for each Share held by such holder on all matters on which Owners generally are entitled to vote. At any meeting of Owners, all matters other than the election of Managers (which shall be governed by Article III), except as otherwise provided by the Agreement or this Annex or any Applicable Law, shall be decided by the affirmative vote of a majority of the voting power of Shares present in person or represented by proxy and entitled to vote thereon. Each Owner entitled to vote at a meeting may authorize another person or persons to act for such Owner by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy

provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power. An Owner may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary a revocation of the proxy or by delivering a new duly authorized proxy bearing a later date. Except as specifically contemplated by this Annex or by the Agreement, all Owners shall be treated in a *pari passu* fashion

2.9 Voting Procedures and Inspectors at Meetings of Owners. The Board, in advance of any meeting of Owners, shall appoint one or more inspectors, who may be employees of the Company, to act at the meeting and make a written report thereof. The Board may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall (a) ascertain the number of Shares outstanding and the voting power of each, (b) determine the Shares represented at the meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (e) certify their determination of the number of Shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board, the date and time of the opening and the closing of the polls for each matter upon which the Owners will vote at a meeting shall be determined by the person presiding at the meeting and shall be announced at the meeting. No ballot, proxies, votes or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery of the State of Delaware upon application by an Owner shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of Owners, the inspectors may consider such information as is permitted by Applicable Law. No person who is a candidate for office at an election may serve as an inspector at such election.

2.10 Conduct of Meetings. The Board may adopt such rules and procedures for the conduct of Owner meetings as it deems appropriate. At each meeting of Owners, the [President] [CEO] or, in the absence of the [President] [CEO], the Chairman or, if the Chairman is absent, any officer of the Company designated by the Board shall preside over the meeting. Except to the extent inconsistent with the rules and procedures as adopted by the Board, the person presiding over the meeting of Owners shall have the right and authority to convene, adjourn and reconvene the meeting from time to time, to prescribe such additional rules and procedures and to do all such acts as, in the judgment of such person, are appropriate for the proper conduct of the meeting. Such rules and procedures, whether adopted by the Board or prescribed by the person presiding over the meeting, may include, (a) the establishment of an agenda or order of

business for the meeting, (b) rules and procedures for maintaining order at the meeting and the safety of those present, (c) limitations on attendance at or participation in the meeting to Owners of the Company, their duly authorized and constituted proxies and such other persons as the person presiding over the meeting shall determine, (d) restrictions on entry to the meeting after the time fixed for the commencement thereof and (e) limitations on the time allotted to questions or comments by participants. The order of business at all meetings of Owners shall be as determined by the person presiding over the meeting. The person presiding over any meeting of Owners, in addition to making any other determinations that may be appropriate to the conduct of the meeting, may in good faith determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine in good faith at the advice of counsel (which may be internal counsel), he or she shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of Owners shall not be required to be held in accordance with the rules of parliamentary procedure. The Secretary or, in his or her absence, one of the Assistant Secretaries, shall act as secretary of the meeting. If none of the officers above designated to act as the person presiding over the meeting or as secretary of the meeting shall be present, a person presiding over the meeting or a secretary of the meeting, as the case may be, shall be designated by the Board and, if the Board has not so acted, in the case of the designation of a person to act as secretary of the meeting, designated by the person presiding over the meeting.

2.11 Written Consent. Unless prohibited by Applicable Law or the Agreement, any action that is required or permitted to be taken by the Owners at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by Owners having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Shares entitled to vote thereon were present and voted. The action shall be effective on the date when the last signature is placed on the consent or at such earlier time as is set forth therein. Such consent, which shall have the same effect as a vote of the Owners, shall be filed with the minutes of the Company. If action is taken by less than unanimous consent of the Owners, prompt notice of the taking of such action without a meeting shall be given to those who have not consented in writing and the Company shall post a copy of such written consent, with appropriate redactions, to the Datasite. For the purpose of determining the Owners entitled to take an action by written consent without a meeting, the Board may fix a record date for such purpose, which date shall not be more than ninety (90) days before the date of such written consent.

2.12 *Certain Procedures*. The Board may adopt such rules and procedures as it deems reasonably appropriate to effectuate and administer the intent of the provisions of this Article II.

ARTICLE III

MANAGERS

3.1 Nominations of Managers.

(a) Subject to Section 3.1(j), only persons who are nominated in accordance with the procedures set forth in this Section 3.1 are eligible for election as Managers.

(b) Subject to Section 3.1(j), nominations of persons for election to the Board may only be made at a meeting properly called for the election of Managers and only (i) by or at the direction of the Board or any committee thereof or (ii) by an Owner who (A) was an Owner of the Company when the notice required by this Section 3.1 is delivered to the Secretary of the Company and at the time of the meeting, (B) is entitled to vote for the election of Managers at the meeting and (C) complies with the notice and other provisions of this Section 3.1. Subject to Section 3.1(j), Section 3.1(b)(ii) is the exclusive means by which an Owner may nominate a person for election to the Board. Persons nominated in accordance with Section 3.1(b)(ii) are referred to as "Owner Nominees". An Owner nominating persons for election to the Board is referred to as the "Nominating Owner".

(c) Subject to Section 3.1(j), all nominations of Owner Nominees must be made by timely written notice given by or on behalf of an Owner (the "Notice of Nomination"). To be timely, the Notice of Nomination must be delivered personally or mailed to the Office of the Company, addressed to the attention of the Secretary of the Company, by the following dates:

(i) in the case of the nomination of an Owner Nominee for election to the Board at an annual meeting of Owners, no earlier than one-hundred-twenty (120) days and no later than ninety (90) days before the first anniversary of the date of the prior year's annual meeting of Owners; provided, however, that (A) if the annual meeting of Owners is advanced by more than thirty (30) days, or delayed (subject to Section 2.2(a)) by more than sixty (60) days, from the first anniversary of the prior year's annual meeting of Owners or (B) in the case of the Company's first annual meeting of Owners following the Effective Date, the notice by the Owner to be timely must be received (1) no earlier than one-hundred-twenty (120) days before such annual meeting and (2) no later than the later of ninety (90) days before such annual meeting and the tenth (10^{th}) day after the day on which the notice of such annual meeting was first made by mail or via the Datasite, and

(ii) in the case of the nomination of an Owner Nominee for election to the Board at a special meeting of Owners, no earlier than one-hundred-twenty (120) days before and no later than the later of ninety (90) days before such special meeting and the tenth (10^{th}) day after the day on which the notice of such special meeting was first made by mail or via the Datasite.

(d) In no event shall an adjournment, postponement or deferral, or disclosure of an adjournment, postponement or deferral (including via the Datasite), of an annual or special meeting commence a new time period (or extend any time period) for the giving of the Notice of Nomination.

(e) The Notice of Nomination shall set forth:

(i) the Owner Information with respect to each Nominating Owner and Owner Associated Person (except that references to the "Proponent" in Section 2.2(d)(i)to Section 2.2(d)(iii) shall instead refer to the "Nominating Owner" for purposes of this Section 3.1(e)(i));

(ii) a representation that each Owner nominating an Owner Nominee is a holder of Shares entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to propose such nomination;

(iii) all information regarding each Owner Nominee and Owner Associated Person that would be required to be disclosed in a solicitation of proxies subject to Section 14 of the Exchange Act, the written consent of each Owner Nominee to being named in a proxy statement as a nominee and to serve if elected and a completed signed questionnaire, representation and agreement required by Section 3.2;

(iv) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among a Nominating Owner, Owner Associated Person or their respective associates, or others acting in concert therewith, including all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the Nominating Owner, Owner Associated Person or any person acting in concert therewith, were the "registrant" for purposes of such rule and the Owner Nominee were a director or executive of such registrant;

(v) a representation as to whether the Nominating Owners intends (A) to deliver a proxy statement and form of proxy to holders of at least the percentage of the Company's outstanding Shares required to approve the nomination or (B) otherwise to solicit proxies from Owners in support of such nomination;

(vi) all other information that would be required to be filed with the Commission if the Nominating Owners and Owner Associated Person were participants in a solicitation subject to Section 14 of the Exchange Act; and

(vii) a representation that the Nominating Owners shall provide any other information reasonably requested by the Company.

(f) The Nominating Owners shall also provide any other information reasonably requested by the Company within ten (10) Business Days after such request.

(g) In addition, the Nominating Owner shall affirm as true and correct the information provided to the Company in the Notice of Nomination or at the Company's request pursuant to Section 3.1(f) (and shall update or supplement such information as needed so that such information shall be true and correct) as of (i) the record date for the meeting, (ii) the date that is ten (10) calendar days before the first anniversary date of the Company's proxy statement released to Owners in connection with the previous year's annual meeting (in the case of an annual meeting) or fifty (50) days before the date of the meeting (in the case of a special meeting) and (iii) the date that is ten (10) Business Days before the date of the meeting or any adjournment or postponement thereof. Such affirmation, update and/or supplement must be delivered personally or mailed to, and received at the Office of the Company, addressed to the Secretary of the Company, by no later than (A) five (5) Business Days after the applicable date specified in clause (i) or (ii) of the foregoing sentence (in the case of the affirmation, update and/or supplement required to be made as of those dates), and (B) not later than seven (7) Business Days before the date for the meeting (in the case of the affirmation, update and/or supplement required to be made as of ten (10) Business Days before the meeting or any adjournment or postponement thereof).

(h) The person presiding over the meeting shall, if the facts warrant, determine in good faith on the advice of counsel (which may be internal counsel) and declare to the meeting, that the nomination was not made in accordance with the procedures set forth in this Section 3.1, and, if he or she should so determine in good faith on the advice of counsel (which may be internal counsel), he or she shall so declare to the meeting and the defective nomination shall be disregarded.

(i) If the Owner (or a qualified representative of the Owner) does not appear at the applicable Owner meeting to nominate the Owner Nominees, such nomination shall be disregarded and such business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Company. For purposes of this Section 3.1, to be considered a qualified representative of the Owner, a person must be a duly authorized officer, manager or partner of such Owner or must be authorized by a writing executed by such Owner or an electronic transmission delivered by such Owner to act for such Owner as proxy at the meeting of Owners and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of Owners.

(j) Nothing in this Section 3.1 shall be deemed to affect the Manager appointment rights of the Key Owner Committee Members or the Designating Key Owners as set forth in the Agreement (and in the case of the exercise of such designation rights compliance with this Section 3.1 shall not be required). For the avoidance of doubt, Managers appointed by the Key Owner Committee Members prior to the Key Owner Committee Termination Date or the Designating Key Owners prior to the Designating Key Owner Termination Date pursuant to the Agreement shall not be considered "Owner Nominees".

3.2 Nominee Qualifications. To be eligible to be a nominee for election or reelection as a Manager, the Owner Nominee must deliver (in accordance with the time periods prescribed for delivery of notice under Section 3.1) to the Secretary at the Office of the Company (a) a completed and signed written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request); (b) information as necessary to permit the Board to determine if each Owner Nominee (i) is an Independent Manager, (ii) is not or has not been, within the past three years, an officer or director or equivalent of a "competitor", as defined in Section 8 of the Clayton Antitrust Act of 1914, as amended, or (iii) is not a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been convicted in a criminal proceeding within the past ten (10) years; (c) a written representation and agreement (in the form provided by the Secretary upon written request) that such person (i) is not and will not become a party to (A) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person will act or vote as a Manager on any issue or question (a "Voting Commitment") that has not been disclosed to the Company or (B) any Voting Commitment that could limit or interfere with such person's ability to comply with such person's fiduciary duties as a Manager under Applicable Law, (ii) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Company with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a Manager that has not been disclosed, (iii) will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading and other policies and guidelines of the Company that are applicable to Managers and (iv) currently intends to serve as a Manager for the full term for which he or she is standing for election; and (d) such person's written consent to being named as an Owner Nominee and to serving as a Manager if elected.

3.3 Vacancies. Subject to the rights of the Key Owner Committee Members prior to the Key Owner Committee Termination Date or the Designating Key Owners prior to the Designating Key Owner Termination Date pursuant to the Agreement, any vacancies occurring in the Board may be filled for the period until the next annual meeting of Owners by the affirmative votes of a majority of the remaining members of the Board, although less than a quorum, or a sole remaining Manager. A Manager so elected shall be elected to hold office until the earlier of the expiration of the term of office of the Manager whom he or she has replaced, a successor is elected and qualified or the Manager's death, resignation, disqualification or removal. If there is a vacancy in the seat of a Manager that is designated by the Key Owner Committee Members prior to the Key Owner Committee Termination Date or the Designating Key Owners prior to the Designating Key Owner Termination Date, as applicable, pursuant to the Agreement, and the Key Owner Committee Members or the Designating Key Owners, as applicable, have proposed a replacement to fill such vacancy, the first order of business at the next meeting of the Board will be to fill such vacancy with such proposed replacement.

3.4 Term and Election of Managers. Each Manager shall hold office until a successor is duly elected (or appointed, as applicable) or until the Manager's earlier death, resignation, disqualification or removal. Except as provided in the Agreement (including with respect to Committee Designated Managers and Key Owner Designated Managers), and subject to Section 3.3 with respect to the filling of vacancies, each Manager shall be elected by the vote of a plurality of the votes cast with respect to the Managers at any meeting for the election of Managers at which a quorum is present.

3.5 Removal. Any Manager (other than any Committee Designated Manager or Key Owner Designated Manager) may be removed, with or without cause, by the affirmative vote of Owners holding of [a majority of the Shares outstanding].

3.6 Certain Procedures. The Board may adopt such rules and procedures as it deems reasonably appropriate to effectuate and administer the intent of the provisions of this Article III.

Exhibit A-2

Registration Rights Agreement

This **Exhibit A-2** contains the draft form of Registration Rights Agreement for Reorganized Holdings.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit A-2**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

FORM OF REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (including all exhibits hereto and as may be amended, supplemented or amended and restated from time to time in accordance with the terms hereof, this "*Agreement*") is made and entered into as of [•], [•], by and among [Revlon] LLC, a Delaware limited liability company (the "*Company*"), and the other parties signatory hereto and any additional parties identified on the signature pages of any joinder agreement executed and delivered pursuant hereto.

WHEREAS, the Company and certain affiliated debtors filed the [Second] Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code on [March 16], 2023, which was confirmed by the United States Bankruptcy Court for the Southern District of New York on [April] [•], 2023 (as may be amended, supplemented, or otherwise modified from time to time, including all exhibits, schedules, supplements, appendices, annexes, and attachments thereto, the "*Plan*"); and

WHEREAS, the Plan provides that the Company may enter into registration rights agreements; and

WHEREAS, the Company and the Holders (as defined below) are entering into this Agreement in furtherance of the aforesaid provisions of the Plan.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and each of the Holders agree as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined herein that are defined in the Plan have the meanings given such terms in the Plan. As used in this Agreement, the following terms shall have the following meanings:

"*Advice*" has the meaning set forth in Section 16(c).

"*Affiliate*" means, with respect to any Person, or any other Person directly or indirectly controlling, controlled by, or under common control with, such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (including any Related Funds of such Person). For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person means the possession, directly or indirectly (including through one or more intermediaries), of the power or authority to direct or cause the direction of management of such Person, whether through the ownership of voting securities, by contract or otherwise.

"*Agreement*" has the meaning set forth in the Recitals.

"*Alternative IPO Entity*" has the meaning set forth in Section 2(i).

"*Automatic Shelf Registration Statement*" means an "automatic shelf registration statement" as defined in Rule 405 promulgated under the Securities Act, as such definition may be amended from time to time.

"Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as may be amended from time to time.

"*beneficially own*" (and related terms such as "beneficial ownership" and "beneficial owner") shall have the meaning given to such term in Rule 13d-3 under the Exchange Act, and any Person's beneficial ownership of securities shall be calculated in accordance with the provisions of such Rule.

"*Board*" means the Board of Directors of the Company or any authorized committee thereof.

"*Bought Deal*" has the meaning set forth in Section 8(a).

"*Business Day*" means any day, other than a Saturday or Sunday or a day on which commercial banks in New York City are authorized or required by law to be closed.

"*Commission*" means the Securities and Exchange Commission.

"*Company*" has the meaning set forth in the Preamble and includes the Company's successors by merger, acquisition, reorganization or otherwise.

"*Counsel to the Holders*" means (i) with respect to any Demand Registration, the one law firm selected by the Holders holding a majority of the Registrable Securities initially requesting such Demand Registration and (ii) with respect to any Underwritten Takedown or Piggyback Offering, the one law firm selected by the Majority Holders.

"*Demand Registration*" has the meaning set forth in Section 5(a).

"*Demand Registration Request*" has the meaning set forth in Section 5(a).

"*Effective Date*" means the date that a Registration Statement filed pursuant to this Agreement is first declared effective by the Commission.

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

"*Form S-1*" means Form S-1 under the Securities Act, or any other form hereafter adopted by the Commission for the general registration of securities under the Securities Act.

"*Form S-3*" means Form S-3 under the Securities Act, or any other form hereafter adopted by the Commission having substantially the same usage as Form S-3.

"*Form S-4*" means Form S-4 under the Securities Act, or any other form hereafter adopted by the Commission having substantially the same usage as Form S-4.

"*Form S-8*" means Form S-8 under the Securities Act, or any other form hereafter adopted by the Commission having substantially the same usage as Form S-8.

"*FINRA*" has the meaning set forth in Section 10.

"*Grace Period*" has the meaning set forth in Section 7(a)(B).

"*Holder*" or "*Holders*" means any holder of Registrable Securities that is also a party signatory to this Agreement, other than the Company, and their respective assignees and/or transferees permitted hereunder. A Person shall cease to be a Holder hereunder at such time as it ceases to hold any Registrable Securities.

"*Indemnified Party*" has the meaning set forth in Section 12(c).

"*Indemnifying Party*" has the meaning set forth in Section 12(c).

"*Initial Public Offering*" means (i) an initial direct listing of the Reorganized Revlon Common Shares or any equity interest of any successor to, or Affiliate of, the Company formed for the purpose of pursuing an initial public offering or any other Alternative IPO Entity (such equity interests, together with any equity interests referenced in clause (iii) below, "*Successor Equity*") that results in such Reorganized Revlon Common Shares or Successor Equity being listed on the New York Stock Exchange or the Nasdaq Stock Market LLC, (ii) an underwritten offering which is an initial public offering of the Reorganized Revlon Common Shares or Successor Equity pursuant to an effective Registration Statement filed under the Securities Act that results in such Reorganized Revlon Common Shares or Successor Equity being listed on the New York Stock Exchange or the Nasdaq Stock Market LLC (which excludes, among others, a registration of Reorganized Revlon Common Shares or Successor Equity (A) pursuant to a registration statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee equity plan or other employee benefit arrangement), (B) pursuant to a registration statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (C) in connection with any dividend reinvestment or similar plan), or (iii) the closing of a business combination (in the form of a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination) with or into a special purpose acquisition company or "blank-check" company (or a subsidiary thereof) (collectively, a "*SPAC*") after which the Reorganized Revlon Common Shares, the common equity securities of the SPAC or a subsidiary thereof, or any other Successor Equity are listed on the New York Stock Exchange or the Nasdaq Stock Market LLC.

"*Initial Shelf Expiration Date*" has the meaning set forth in Section 2(f).

"*Initial Shelf Registration Statement*" has the meaning set forth in Section 2(a).

"*Lockup Period*" has the meaning set forth in Section 11(a).

"*Losses*" has the meaning set forth in Section 12(a).

"*Majority Holders*" means, with respect to any Underwritten Offering, the Holders holding a majority of the Registrable Securities to be included in such Underwritten Offering held by all Holders that have made the request requiring the Company to conduct such Underwritten Offering (but not including any Holders that have exercised "piggyback" rights hereunder to be included in such Underwritten Offering).

"*Opt-Out Notice*" has the meaning set forth in Section 8(e).

"*Other Holder*" has the meaning set forth in Section 8(b).

"*Participating Holder*" has the meaning set forth in Section 2(j).

"*Person*" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"*Piggyback Notice*" has the meaning set forth in Section 8(a).

"*Piggyback Offering*" has the meaning set forth in Section 8(a).

"*Plan*" has the meaning set forth in the Recitals.

"*Plan Effective Date*" shall mean the date on which the Plan becomes effective.

"*Proceeding*" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

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

"*Registrable Securities*" means, collectively, (a) as of the Plan Effective Date, all Reorganized Revlon Common Shares issued to any Holder or to any Affiliate or Related Fund of any Holder, either directly or pursuant to a transfer or assignment and any additional Reorganized Revlon Common Shares acquired by any Holder, Affiliate or Related Fund of any Holder, including in connection with open market or other purchases or acquisitions, after the Plan Effective Date, (b) any additional Reorganized Revlon

Common Shares paid, issued or distributed to any Holder or to any Affiliate or Related Fund of any Holder in respect of any such securities by way of a stock dividend, stock split or distribution, or in connection with a combination of securities, and any security into which such Reorganized Revlon Common Shares shall have been converted or exchanged in connection with a recapitalization, reorganization, reclassification, merger, consolidation, bonus issue, exchange, distribution, other reorganization, charter amendment or otherwise and (c) any options, warrants or other rights to acquire, and any securities received as a dividend or distribution in respect of, any of the securities described in clauses (a) and (b) above, in each case, beneficially owned by any Holder; *provided*, *however*, that as to any Registrable Securities, such securities shall cease to constitute Registrable Securities upon the earliest to occur of: (i) the date on which such securities are sold or disposed of pursuant to an effective Registration Statement, (ii) the date on which such securities are disposed of pursuant to Rule 144 (or any similar provision then in effect) promulgated under the Securities Act, (iii) the date on which such securities shall have been otherwise transferred and are represented by certificates or book entries not bearing a legend restricting transfer, (iv) with respect to Holders beneficially holding, together with their Related Funds and Affiliates, three percent (3.0%) or less of the outstanding Reorganized Revlon Common Shares, the date on which such securities can be sold pursuant to Rule 144 (or any similar provision then in effect) under the Securities Act without limitation thereunder on volume or manner of sale and without the need for current public information required by Rule 144(c)(1), or (v) the date on which such securities cease to be outstanding; *provided further*, *however*, that, except as described above, Registrable Securities shall not otherwise cease to constitute Registrable Securities due solely to the fact that such securities may be sold without restriction by the Commission.

"*Registration Statement*" means any one or more registration statements of the Company filed under the Securities Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement (including, without limitation, any Shelf Registration Statement), amendments and supplements to such registration statements, including post-effective amendments, all exhibits and documents incorporated by reference or deemed to be incorporated by reference in such registration statements.

"*Related Fund*" means, with respect to any Person, any fund, account or investment vehicle that is controlled, advised, sub-advised, managed or co-managed by such Person, by any Affiliate of such Person, or, if applicable, such Person's investment manager.

"*Related Party*" has the meaning set forth in Section 16(e).

"*Reorganized Revlon Common Shares*" means the [equity securities] of the Company.

"*Rule 144*" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or

regulation hereafter adopted by the Commission having substantially the same effect as such rule.

"*Rule 144A*" means Rule 144A promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such rule.

"*Rule 158*" means Rule 158 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such rule.

"*Rule 415*" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such rule.

"*Rule 424*" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such rule.

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

"*Selling Stockholder Questionnaire*" has the meaning set forth in Section 2(j).

"*Shelf Registration Statement*" means a Registration Statement filed with the Commission in accordance with the Securities Act for the offer and sale of Registrable Securities by Holders on a continuous or delayed basis pursuant to Rule 415.

"*SPAC*" has the meaning set forth in the definition of "Initial Public Offering."

"*Successor Equity*" has the meaning set forth in the definition of "Initial Public Offering."

"*Trading Day*" means a day during which trading in the Reorganized Revlon Common Shares occurs in the Trading Market, or if the Reorganized Revlon Common Shares are not listed on a Trading Market, a Business Day.

"*Trading Market*" means whichever of the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, or the OTC Markets Group marketplace on which the Reorganized Revlon Common Shares are listed or quoted for trading on the date in question.

"*Transfer*" has the meaning set forth in Section 14.

"*Underwritten Offering*" means an offering of Registrable Securities under a Registration Statement in which the Registrable Securities are sold to an underwriter for reoffering to the public.

"*Underwritten Takedown*" has the meaning set forth in Section 2(h).

2. **Initial Shelf Registration.**

(a) Following the completion of an Initial Public Offering, the Company shall prepare a Shelf Registration Statement (as may be amended from time to time, the "*Initial Shelf Registration Statement*"), and shall include in the Initial Shelf Registration Statement the Registrable Securities of each Holder who shall request inclusion therein pursuant to Section 2(b) and Section 2(j). Promptly, and no later than ten (10) Business Days following the date that is the later of (i) one hundred eighty (180) days after the completion of an Initial Public Offering and (ii) the expiration of any lockup agreement with the underwriters in such Initial Public Offering, the Company shall file the Initial Shelf Registration Statement with the Commission, *provided, however*, that the Company shall not be required to file or cause to be declared effective the Initial Shelf Registration Statement unless Holders request, in accordance with Section 2(j), the inclusion in the Initial Shelf Registration Statement of Registrable Securities constituting at least twenty-five percent (25%) of all Registrable Securities, and such Holders otherwise timely comply with the requirements of this Agreement with respect to the inclusion of such Registrable Securities in the Initial Shelf Registration Statement.

(b) The Company shall include in the Initial Shelf Registration Statement all Registrable Securities whose inclusion has been timely requested as aforesaid; *provided, however*, that with respect to any Registration Statement to be filed in connection with this Agreement, the Company shall not be required to include an amount of Registrable Securities in excess of the amount as may be permitted to be included in such Registration Statement under the rules and regulations of the Commission and the applicable interpretations thereof by the staff of the Commission.

(c) Upon the request of any Holder whose Registrable Securities are not included in the Initial Shelf Registration Statement at the time of such request, the Company shall use commercially reasonable efforts to amend the Initial Shelf Registration Statement to include the Registrable Securities of such Holder if the rules and regulations of the Commission would permit the addition of such Registrable Securities to the Initial Shelf Registration Statement; provided that the Company shall not be required to amend the Initial Shelf Registration Statement more than once during any 180-day period.

(d) Within five (5) Business Days after receiving a request pursuant to Section 2(c), the Company shall give written notice of such request to all other Holders of Registrable Securities and shall include in such amendment all such Registrable Securities with respect to which the Company has received written requests for inclusion therein within fifteen (15) Business Days after the Company's giving of such notice, *provided* that such Registrable Securities are not already covered by an existing and

effective Registration Statement that may be utilized for the offer and sale of the Registrable Securities requested to be registered in the manner so requested.

(e) The Initial Shelf Registration Statement shall be on Form S-1; *provided*, *however*, that, if the Company becomes eligible to register the Registrable Securities for resale by the Holders on Form S-3 (including without limitation a Form S-3 filed as an Automatic Shelf Registration Statement), the Company shall use commercially reasonable efforts to amend the Initial Shelf Registration Statement to a Shelf Registration Statement on Form S-3 or file a Shelf Registration Statement on Form S-3 in substitution of the Initial Shelf Registration Statement as initially filed as soon as reasonably practicable thereafter.

(f) The Company shall use commercially reasonable efforts to cause the Initial Shelf Registration Statement to be declared effective by the Commission as promptly as practicable after filing (and, for the avoidance of doubt, shall use commercially reasonable efforts to respond to outstanding comments of the Commission relating to such Shelf Registration Statement as quickly as practicable) and shall use its reasonable best efforts to keep such Initial Shelf Registration Statement continuously effective, and not subject to any stop order, injunction or other similar order or requirement of the Commission, until the earlier of (i) the date the Company (A) is eligible to register the Registrable Securities for resale by Holders on Form S-3 and (B) has filed such Registration Statement with the Commission and which is effective and (ii) the date that all Registrable Securities covered by the Initial Shelf Registration Statement shall cease to be Registrable Securities (such earlier date, the "*Initial Shelf Expiration Date*").

(g) If the Initial Shelf Registration Statement is on Form S-1, then for so long as any Registrable Securities covered by the Initial Shelf Registration Statement remain unsold, the Company will file any supplements to the Prospectus or post-effective amendments required to be filed by applicable law in order to incorporate into such Prospectus any Current Reports on Form 8-K necessary or required to be filed by applicable law (other than any Form 8-K required to be filed under Item 2.02 or 7.01 thereof), any Quarterly Reports on Form 10-Q or any Annual Reports on Form 10-K filed by the Company with the Commission, or any other information necessary so that (i) the Initial Shelf Registration Statement shall not include any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading (or in the case of any prospectus, in light of the circumstances such statements were made), and (ii) the Company complies with its obligations under Item 512(a)(1) of Regulation S-K; *provided*, *however*, that these obligations remain subject to the Company's rights under Section 7 of this Agreement.

(h) Upon the demand of one or more Holders, the Company shall facilitate a "takedown" of Registrable Securities in the form of an Underwritten Offering (each, an *"Underwritten Takedown"*), in the manner and subject to the conditions described in Section 6 of this Agreement, *provided* that (x) (i) the number of securities included in such "takedown" shall equal at least twenty-five percent (25%) of all Registrable Securities at such time and (ii) the Registrable Securities requested to be sold by the

Holders in such "takedown" shall have an anticipated aggregate gross offering price (before deducting underwriting discounts and commission) of at least $50 million; or (y) the number of securities included in such "takedown" represent all of the Registrable Securities outstanding at the time of such "takedown."

(i) In the event that the Company elects to effect an underwritten registered offering or a direct listing of equity securities of any subsidiary, parent or other successor entity of the Company, or to effect, directly or indirectly, a merger, capital stock exchange, asset acquisition, asset sale, stock purchase, reorganization, redomestication or other transaction, with or into a special purpose acquisition company, "blank-check" company, holding company or other Person (each of the foregoing, an "*Alternative IPO Entity*" and collectively, "*Alternative IPO Entities*"), rather than receiving registration rights with respect to Reorganized Revlon Common Shares, the parties shall cause the Alternative IPO Entity to enter into an agreement with the Holders that provides the Holders with registration rights with respect to equity securities of the Alternative IPO Entity (whether common stock, ordinary shares or similar, in which event references to "*Reorganized Revlon Common Shares*" will be read *mutatis mutandis* as such securities) that such Holders beneficially own that are substantially the same as, and in any event no less favorable in the aggregate to, the registration rights provided in this Agreement.

(j) Other than any Holder that indicates to the Company in writing that it does not wish to be named as a "selling stockholder" in such Initial Shelf Registration Statement, each Holder agrees to furnish to the Company a completed questionnaire in the form attached hereto as Exhibit B (a "*Selling Stockholder Questionnaire*") in accordance with the final paragraph of Section 9, including, for the avoidance of doubt, the number of Registrable Securities that it wishes to include for registration on such Initial Shelf Registration Statement (any holder that returns such Selling Stockholder Questionnaire in accordance with Section 9, a "*Participating Holder*"). At least three (3) Business Days before filing the Initial Shelf Registration Statement, the Company will furnish to each Participating Holder a copy of a draft of the Selling Stockholder and Plan of Distribution sections (with respect to the Plan of Distribution section, only to the extent there have been any material changes to the form thereof attached hereteo as Exhibit A) for review and approval, which approval shall not be unreasonably withheld or delayed, and any objections to such draft disclosures must be lodged within two (2) Business Days of such Participating Holder's receipt thereof.

(k) All Registrable Securities owned or acquired by any Holder or any of its Affiliates or Related Funds shall be aggregated together for the purpose of determining the availability of any right under this Agreement.

3. **Subsequent Shelf Registration Statements**

(a) After (i) the Effective Date of the Initial Shelf Registration Statement and prior to the Initial Shelf Expiration Date and (ii) for so long as any Registrable Securities remain outstanding, the Company shall use commercially reasonable efforts to (A) become eligible and/or maintain its eligibility to register the Registrable Securities on

Form S-3 after the Initial Shelf Expiration Date, and (B) meet the requirements of General Instruction VII of Form S-1 after the Initial Shelf Expiration Date.

(b) After the Initial Shelf Expiration Date and for so long as any Registrable Securities remain outstanding, the Company shall use commercially reasonable efforts to (A) be eligible and/or to maintain its eligibility to register the Registrable Securities on Form S-3, and (B) meet the requirements of General Instruction VII of Form S-1.

(c) After the Initial Shelf Expiration Date and for so long as any Registrable Securities remain outstanding, if there is not an effective Registration Statement which includes the Registrable Securities that are currently outstanding, the Company shall (i) if the Company is eligible to register the Registrable Securities on Form S-3, promptly file a Shelf Registration Statement on Form S-3 and use commercially reasonable efforts to cause such Registration Statement to be declared effective as promptly as practicable or, (ii) if the Company is not eligible at such time to register the Registrable Securities on Form S-3, promptly file a Shelf Registration Statement on Form S-1 and use commercially reasonable efforts to cause such Registration Statement to be declared effective as promptly as practicable.

(d) For so long as any Registrable Securities covered by such Shelf Registration Statement on Form S-1 remain unsold, the Company will file any supplements to the Prospectus or post-effective amendments required to be filed by applicable law in order to incorporate into such Prospectus any Current Reports on Form 8-K necessary or required to be filed by applicable law (other than any Form 8-K required to be filed under Item 2.02 or 7.01 thereof), any Quarterly Reports on Form 10-Q or any Annual Reports on Form 10-K filed by the Company with the Commission, or any other information necessary so that (i) such Shelf Registration Statement shall not include any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading (or in the case of any prospectus, in light of the circumstances such statements were made), and (ii) the Company complies with its obligations under Item 512(a)(1) of Regulation S-K; *provided*, *however*, that, in each case, these obligations remain subject to the Company's rights under Section 7 of this Agreement.

4. **[Reserved]**

5. **Demand Registration**

(a) At any time after the completion of an Initial Public Offering, any Holder or group of Holders may request in writing ("*Demand Registration Request*") that the Company effect the registration of all or part of such Holder's or Holders' Registrable Securities with the Commission under and in accordance with the provisions of the Securities Act (each, a "*Demand Registration*"). The Company will file a Registration Statement covering such Holder's or Holders' Registrable Securities requested to be registered, and shall use commercially reasonable efforts to cause such Registration Statement to be declared effective, as promptly as practicable and no later than sixty (60)

days after it receives such request; *provided*, *however*, that the Company will not be required to file a Registration Statement pursuant to this Section 5(a):

(A) unless (i) the number of Registrable Securities requested to be registered on such Registration Statement equals at least twenty-five percent (25%) of all Registrable Securities at such time and (ii) the Registrable Securities requested to be sold by the Holders pursuant to such Registration Statement have an anticipated aggregate gross offering price (before deducting underwriting discounts and commissions) of at least $50 million, disregarding any Registrable Securities subject to clause (B) below;

(B) with respect to any Registrable Securities requested to be registered that are already covered by an existing and effective Registration Statement and such Registration Statement may be utilized for the offer and sale of such Registrable Securities requested to be registered; and

(C) if a registration statement filed by the Company shall have previously been initially declared effective by the Commission within the one hundred eighty (180) days preceding the date such Demand Registration Request is made.

Notwithstanding anything to the contrary in this Agreement, the Company shall not be obligated to effect more than five such Demand Registrations; *provided, however* that a Demand Registration shall not be considered made for purposes hereof unless the requested Registration Statement has been declared effective by the Commission for more than 75% of the full amount of Registrable Securities for which registration has been requested (subject to any reduction under Section 6(c) hereof).

(b) A Demand Registration Request shall specify (i) the then-current name and address of such Holder or Holders, (ii) the aggregate number of Registrable Securities requested to be registered, (iii) the total number of Registrable Securities then beneficially owned by such Holder or Holders, and (iv) the intended means of distribution. If at the time the Demand Registration Request is made the Company appears, based on public information available to such Holder or Holders, eligible to use Form S-3 for the offer and sale of the Registrable Securities, the Holder or Holders making such request may request that the registration be in the form of a Shelf Registration Statement (for the avoidance of doubt, the Company shall not be under the obligation to file a Shelf Registration on Form S-3 if, upon the advice of its counsel, it is not eligible to make such a filing).

(c) The Company may satisfy its obligations under Section 5(a) hereof by amending (to the extent permitted by applicable law and the rules and regulations of the Commission) any registration statement previously filed by the Company under the Securities Act and not yet declared effective by the Commission, so that such amended registration statement will permit the disposition (in accordance with the intended methods of disposition specified as aforesaid) of all of the Registrable Securities for which a Demand Registration Request has been properly made under this Section 5. If

the Company so amends a previously filed registration statement, it will be deemed to have effected a registration for purposes of Section 5(a) hereof; *provided, however*, that the Effective Date of the amended registration statement, as amended pursuant to this Section 5(c), shall be the "the first day of effectiveness" of such Registration Statement for purposes of determining the period during which the Registration Statement is required to be maintained effective in accordance with Section 5(e) hereof.

(d) Within five (5) Business Days after receiving a Demand Registration Request, the Company shall give written notice of such request to all other Holders of Registrable Securities and shall, subject to the provisions of Section 6(c) in the case of an Underwritten Offering, include in such registration all such Registrable Securities with respect to which the Company has received written requests for inclusion therein within ten (10) Business Days after the Company's giving of such notice, *provided* that such Registrable Securities are not already covered by an existing and effective Registration Statement that may be utilized for the offer and sale of the Registrable Securities requested to be registered in the manner so requested.

(e) The Company will use commercially reasonable efforts to keep a Registration Statement that has become effective as contemplated by this Section 5 continuously effective, and not subject to any stop order, injunction or other similar order or requirement of the Commission:

(A) in the case of a Registration Statement other than a Shelf Registration Statement, until all Registrable Securities registered thereunder have been sold pursuant to such Registration Statement, but in no event later than two hundred seventy (270) days from the Effective Date of such Registration Statement; and

(B) in the case of a Shelf Registration Statement, until the earlier of: (x) three (3) years following the Effective Date of such Shelf Registration Statement; and (y) the date that all Registrable Securities covered by such Shelf Registration Statement shall cease to be Registrable Securities;

provided, however, that in the event of any stop order, injunction or other similar order or requirement of the Commission relating to any Shelf Registration Statement, if any Registrable Securities covered by such Shelf Registration Statement remain unsold, the period during which such Shelf Registration Statement shall be required to remain effective will be extended by the number of days during which such stop order, injunction or similar order or requirement is in effect; *provided further, however*, that if any Shelf Registration Statement was initially declared effective on Form S-3 and, prior to the date determined pursuant to Section 5(e)(B), the Company becomes ineligible to use Form S-3, the period during which such Shelf Registration Statement shall be required to remain effective will be extended by the number of days during which the Company did not have an effective Registration Statement covering unsold Registrable Securities initially registered on such Shelf Registration Statement.

(f) The Holder or Holders making a Demand Registration Request may, at any time prior to the Effective Date of the Registration Statement relating to such registration, revoke their request for the Company to effect the registration of all or part of such Holder's or Holders' Registrable Securities by providing a written notice to the Company. If, pursuant to the preceding sentence, the entire Demand Registration Request is revoked, then, at the option of the Holder or Holders who revoke such request, either (i) such Holder or Holders shall reimburse the Company for all of its reasonable and documented out-of-pocket expenses incurred in the preparation, filing and processing of the Registration Statement, which out-of-pocket expenses, for the avoidance of doubt, shall not include overhead expenses and which requested registration shall not count as one of the permitted Demand Registration Requests hereunder or (ii) the requested registration that has been revoked will be deemed to have been effected for purposes of Section 5(a).

(g) If a Registration Statement filed pursuant to this Section 5 is a Shelf Registration Statement, then upon the demand of one or more Holders, the Company shall facilitate a "takedown" of Registrable Securities in the form of an Underwritten Offering, in the manner and subject to the conditions described in Section 6 of this Agreement, *provided* that (x) (i) the number of securities included in such underwritten "takedown" shall equal at least twenty-five percent (25%) of all Registrable Securities at such time and (ii) the Registrable Securities requested to be sold by the Holders in such "takedown" shall have an anticipated aggregate offering price (before deducting underwriting discounts and commission) of at least $50 million; or (y) the number of securities included in such "takedown" represent all of the Registrable Securities outstanding at the time of such "takedown."

6. **Procedures for Underwritten Offerings.**

The following procedures shall govern Underwritten Offerings pursuant to Section 2(h) or Section 5(g), whether in the case of an Underwritten Takedown or otherwise.

(a) (i) The Majority Holders, with the consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed), shall select one or more investment banking firm(s) of national standing to be the managing underwriter or underwriters for any Underwritten Offering pursuant to a Demand Registration Request or an Underwritten Takedown, and (ii) the Company shall select one or more investment banking firms of national standing to be the managing underwriter or underwriters for any other Underwritten Offering, with the consent of the Majority Holders, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) All Holders proposing to distribute their securities through an Underwritten Offering, as a condition for inclusion of their Registrable Securities therein, shall agree to enter into an underwriting agreement with the underwriters; *provided, however*, that the underwriting agreement is in customary form and reasonably acceptable to the Company and the Majority Holders and *provided further, however*, that no Holder of Registrable Securities included in any Underwritten Offering shall be required to make any representations or warranties to the Company or the underwriters (other than

representations and warranties regarding (i) such Holder's ownership of its Registrable Securities to be sold or transferred, (ii) such Holder's power and authority to effect such transfer and (iii) such matters pertaining to compliance with securities laws as may be reasonably requested).

(c) Notwithstanding anything to the contrary herein, if the managing underwriter or underwriters for an Underwritten Offering pursuant to a Demand Registration or an Underwritten Takedown advises the Holders that the total amount of Registrable Securities or other Reorganized Revlon Common Shares permitted to be registered is such as to materially adversely affect the success of such Underwritten Offering, the number of Registrable Securities or other Reorganized Revlon Common Shares to be registered on such Registration Statement will be reduced as follows: *first*, the Company shall reduce or eliminate the securities of the Company to be included by any Person other than a Holder or the Company; *second*, the Company shall reduce or eliminate any securities of the Company to be included by the Company; and *third*, the Company shall reduce the number of Registrable Securities to be included by Holders on a pro rata basis based on the total number of Registrable Securities requested by the Holders to be included in the Underwritten Offering.

(d) Within five (5) Business Days after receiving a request for an Underwritten Offering constituting a "takedown" from a Shelf Registration Statement, the Company shall give written notice of such request to all other Holders, and subject to the provisions of Section 6(c) hereof, include in such Underwritten Offering all such Registrable Securities with respect to which the Company has received written requests for inclusion therein within five (5) Business Days after the Company's giving of such notice; *provided*, *however*, that such Registrable Securities are covered by an existing and effective Shelf Registration Statement that may be utilized for the offer and sale of the Registrable Securities requested to be registered.

(e) The Company will not be required to undertake an Underwritten Offering pursuant to Section 2(h) or Section 5(g) if the Company has undertaken an Underwritten Offering, whether for its own account or pursuant to this Agreement, within the one hundred eighty (180) days preceding the date of the request to the Company for such Underwritten Offering.

(f) Notwithstanding anything to the contrary in this Agreement, the Company shall not be obligated to effect more than three such Underwritten Offerings; *provided* that an Underwritten Offering shall not be considered made for purposes of this Section 6(f) unless it has resulted in the disposition by the Holders of at least 75% of the amount of Registrable Securities requested to be included subject to any reduction under Section 6(c) hereof.

7. **Grace Periods.**

(a) Notwithstanding anything to the contrary herein—

(A) the Company shall be entitled to postpone the filing or effectiveness of, or, at any time after a Registration Statement has been declared effective by the Commission, suspend the use of, a Registration Statement (including the Prospectus included therein) if in the good faith judgment of the Board, such registration, offering or use would reasonably be expected to materially affect in an adverse manner or materially interfere with any bona fide material financing of the Company or any material transaction under consideration by the Company or would require the disclosure of information that has not been, and is not otherwise required to be, disclosed to the public and the premature disclosure of which would materially affect the Company in an adverse manner; *provided however*, that in the event such Registration Statement relates to a Demand Registration Request or an Underwritten Offering pursuant to Section 2(h) or Section 5(g), then the Holders initiating such Demand Registration Request or such Underwritten Offering shall be entitled to withdraw the Demand Registration Request or request for the Underwritten Offering and, if such request is withdrawn, it shall not count against the limits imposed pursuant to Section 5(a) or Section 6(f) and the Company shall pay all reasonable and documented registration expenses in connection with such registration; and

(B) at any time after a Registration Statement has been declared effective by the Commission and there is no duty to disclose under applicable law, the Company may delay the disclosure of material non-public information concerning the Company if the disclosure of such information at the time would, in the good faith judgment of the Board, adversely affect the Company (the period of a postponement or suspension as described in clause (A) and/or a delay described in this clause (B), a "*Grace Period*").

(b) The Company shall promptly (i) notify the Holders in writing of the existence of the event or material non-public information giving rise to a Grace Period (*provided* that the Company shall not disclose the content of such material non-public information to any Holder, without the express consent of such Holder) or the need to file a post-effective amendment, as applicable, and the date on which such Grace Period will begin, (ii) use commercially reasonable efforts to terminate a Grace Period as promptly as reasonably practicable and (iii) notify the Holders in writing of the date on which the Grace Period ends.

(c) The duration of any one Grace Period shall not exceed forty-five (45) days, and the aggregate of all Grace Periods in total during any three hundred sixty-five (365) day period shall not exceed ninety (90) days. For purposes of determining the length of a Grace Period, the Grace Period shall be deemed to begin on and include the date the Holders receive the notice referred to in clause (i) of Section 7(b) and shall end on and include the later of the date the Holders receive the notice referred to in clause (iii) of Section 7(b) and the date referred to in such notice. In the event the Company declares a Grace Period, the period during which the Company is required to maintain the effectiveness of an Initial Shelf Registration Statement or a Registration Statement filed pursuant to a Demand Registration Request shall be extended by the number of days during which such Grace Period is in effect.

8. **Piggyback Registration**

(a) If at any time, and from time to time, the Company proposes to—

(A) file a registration statement under the Securities Act with respect to an underwritten offering of Reorganized Revlon Common Shares of the Company or any securities convertible or exercisable into Reorganized Revlon Common Shares (other than with respect to a registration statement (i) on Form S-8 or any successor form thereto, (ii) on Form S-4 or any successor form thereto or (iii) another form not available for registering the Registrable Securities for sale to the public), whether or not for its own account; or

(B) conduct an underwritten offering constituting a "takedown" of a class of Reorganized Revlon Common Shares or any securities convertible or exercisable into Reorganized Revlon Common Shares registered under a shelf registration statement previously filed by the Company;

the Company shall give written notice (the "*Piggyback Notice*") of such proposed filing or underwritten offering to each Holder at least five (5) Business Days before the anticipated filing date (*provided* that in the case of a "bought deal," "registered direct offering" or "overnight transaction" (a "*Bought Deal*"), such Piggyback Notice shall be given not less than two (2) Business Days prior to the expected date of commencement of marketing efforts. Such notice shall include the number and class of securities proposed to be registered or offered, the proposed date of filing of such registration statement or the conduct of such underwritten offering, any proposed means of distribution of such securities and any proposed managing underwriter of such securities and shall offer the Holders the opportunity to register or offer such amount of Registrable Securities as each Holder may reasonably request on the same terms and conditions as the registration or offering of the other securities being registered thereunder (a "*Piggyback Offering*"). Subject to Section 8(b), the Company will include in each Piggyback Offering all Registrable Securities for which the Company has received written requests for inclusion within three (3) Business Days after the date the Piggyback Notice is given (*provided* that in the case of a Bought Deal, such written requests for inclusion must be received within one (1) Business Day after the date the Piggyback Notice is given); *provided*, *however*, that in the case of the filing of a registration statement, such Registrable Securities are not otherwise registered pursuant to an existing and effective Shelf Registration Statement under this Agreement, but in such case, the Company shall include such Registrable Securities in such underwritten offering if the Shelf Registration Statement may be utilized for the offering and sale of the Registrable Securities requested to be offered; *provided further*, *however*, that in the case of an underwritten offering in the form of a "takedown" under a Shelf Registration Statement, such Registrable Securities are covered by an existing and effective Shelf Registration Statement that may be utilized for the offering and sale of the Registrable Securities requested to be offered.

(b) The Company will cause the managing underwriter or underwriters of the proposed offering to permit the Holders that have requested Registrable Securities to be included in the Piggyback Offering to include all such Registrable Securities on

substantially the same terms and conditions as any similar securities, if any, of the Company. Notwithstanding the foregoing, if the managing underwriter or underwriters of such underwritten offering advises the Company and the selling Holders in writing that, in its view, the total amount of securities that the Company, such Holders and any other holders entitled to participate in such offering (such other holders, the "*Other Holders*") propose to include in such offering is such as to materially adversely affect the price, timing or distribution of such underwritten offering, then:

(A) if such Piggyback Offering is an underwritten primary offering by the Company for its own account, the Company will include in such Piggyback Offering: (i) *first*, all securities to be offered by the Company; (ii) *second*, up to the full amount of securities requested to be included in such Piggyback Offering by the Holders; and (iii) *third*, up to the full amount of securities requested to be included in such Piggyback Offering by all Other Holders;

(B) if such Piggyback Offering is an underwritten secondary offering for the account of Other Holders exercising "demand" rights (including pursuant to a Demand Registration Request), the Company will include in such registration: (i) *first*, all securities of the Other Holders exercising "demand" rights (including pursuant to a Demand Registration Request) requested to be included therein; (ii) *second*, up to the full amount of securities requested to be included in such Piggyback Offering by the Holders entitled to participate therein, allocated pro rata among such Holders on the basis of the amount of securities requested to be included therein by each such Holder; (iii) *third*, up to the full amount of securities proposed to be included in the registration by the Company; and (iv) *fourth,* up to the full amount of securities requested to be included in such Piggyback Offering by the Other Holders entitled to participate therein, allocated pro rata among such Other Holders on the basis of the amount of securities requested to be included therein by each such Other Holder;

such that, in each case, the total amount of securities to be included in such Piggyback Offering is the full amount that, in the view of such managing underwriter, can be sold without materially adversely affecting the success of such Piggyback Offering.

(c) If at any time after giving the Piggyback Notice and prior to the time sales of securities are confirmed pursuant to the Piggyback Offering, the Company determines for any reason not to register or delay the registration of the Piggyback Offering, the Company may, at its election, give notice of its determination to all Holders, and in the case of such a determination, will be relieved of its obligation to register any Registrable Securities in connection with the abandoned or delayed Piggyback Offering, without prejudice.

(d) Any Holder of Registrable Securities requesting to be included in a Piggyback Offering may withdraw its request for inclusion by giving written notice to the Company of its intention to withdraw from that registration, at least three (3) Business Days prior to the anticipated Effective Date of the Registration Statement filed in connection with such Piggyback Offering, or in the case of a Piggyback Offering

constituting a "takedown" off of a shelf registration statement, at least three (3) Business Days prior to the anticipated date of the filing by the Company under Rule 424 of a supplemental prospectus (which shall be the preliminary supplemental prospectus, if one is used in the "takedown") with respect to such offering; *provided*, *however*, that (i) the Holder's request be made in writing and (ii) the withdrawal will be irrevocable and, after making the withdrawal, a Holder will no longer have any right to include its Registrable Securities in that Piggyback Offering.

(e) Notwithstanding the foregoing, any Holder may deliver written notice (an "*Opt-Out Notice*") to the Company at any time requesting that such Holder not receive notice from the Company of any proposed registration or offering; *provided, however*, that such Holder may later revoke any such Opt-Out Notice in writing.

9. **Registration Procedures.**

If and when the Company is required to effect any registration under the Securities Act as provided in this Agreement, the Company shall use commercially reasonable efforts to:

(a) prepare and file with the Commission the requisite Registration Statement to effect such registration and thereafter use commercially reasonable efforts to cause such Registration Statement to become and remain effective, subject to the limitations contained herein;

(b) prepare and file with the Commission such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by such Registration Statement until such time as (i) all of such Registrable Securities have been disposed of in accordance with the method of disposition set forth in such Registration Statement, subject to the limitations contained herein, or (ii) such Registration Statement is withdrawn in accordance with the terms of this Agreement;

(c) (i) before filing a Registration Statement or Prospectus or any amendments or supplements thereto (except for any amendment or supplement as a result of the filing of a periodic report, current report or any other document required to be filed by the Company under the Exchange Act), at the Company's expense, furnish to the Holders whose securities are covered by the Registration Statement copies of all such documents, other than documents that are incorporated by reference into such Registration Statement or Prospectus, proposed to be filed and such other documents reasonably requested by such Holders (which may be furnished by email), and afford Counsel to the Holders a reasonable opportunity to review and comment on such documents; and (ii) in connection with the preparation and filing of each such Registration Statement prepared in connection with an Underwritten Offering pursuant to this Agreement, (A) upon reasonable advance notice to the Company, give each of the foregoing such reasonable access to all financial and other records, corporate documents and properties of the Company as shall be necessary, in the reasonable opinion of Counsel to the Holders and

the underwriters, to conduct a reasonable due diligence investigation for purposes of the Securities Act and Exchange Act, and (B) upon reasonable advance notice to the Company and during normal business hours, provide such reasonable opportunities to discuss the business of the Company with its officers, directors, employees and the independent public accountants who have certified its financial statements as shall be necessary, in the reasonable opinion of Counsel to the Holders and such underwriters, to conduct a reasonable due diligence investigation for purposes of the Securities Act and the Exchange Act; *provided* that as a condition to being provided any confidential information, any such Holder or Counsel to the Holders gaining access to information regarding the Company pursuant to this Section 9(c) shall agree to enter into a customary confidentiality agreement with the Company.

(d) notify each selling Holder of Registrable Securities, promptly after the Company receives notice thereof, of the time when such Registration Statement has been declared effective or a supplement to any Prospectus forming a part of such Registration Statement has been filed (except for any supplement as a result of the filing of a periodic report, current report or any other document required to be filed by the Company under the Exchange Act);

(e) with respect to any offering of Registrable Securities, furnish to each selling Holder of Registrable Securities, and the managing underwriters for such Underwritten Offering, if any, without charge, such number of copies of the applicable Registration Statement, each amendment and supplement thereto, the Prospectus included in such Registration Statement (including each preliminary Prospectus, final Prospectus, and any other Prospectus (including any Prospectus filed under Rule 424, Rule 430A or Rule 430B promulgated under the Securities Act and any "issuer free writing prospectus" as such term is defined under Rule 433 promulgated under the Securities Act)), all exhibits and other documents filed therewith and such other documents as such seller or such managing underwriters may reasonably request including in order to facilitate the disposition of the Registrable Securities owned by such seller, and upon request, a copy of any and all transmittal letters or other correspondence to or received from, the Commission or any other governmental authority relating to such offer;

(f) (i) register or qualify all Registrable Securities covered by such Registration Statement under such other securities or Blue Sky laws of such states or other jurisdictions of the United States of America as the Holders covered by such Registration Statement shall reasonably request in writing, (ii) keep such registration or qualification in effect for so long as such Registration Statement remains in effect and (iii) take any other action that may be necessary or reasonably advisable to enable such Holders to consummate the disposition in such jurisdictions of the securities to be sold by such Holders, except that the Company shall not for any such purpose be required to qualify generally to do business as a foreign corporation in any jurisdiction wherein it would not but for the requirements of this subsection (f) be obligated to be so qualified, to subject itself to taxation in such jurisdiction or to consent to general service of process in any such jurisdiction;

(g) subject to Section 9(f) of this Agreement, cause all Registrable Securities included in such Registration Statement to be registered with or approved by such other federal or state governmental agencies or authorities as necessary upon the opinion of counsel to the Company or Counsel to the Holders of Registrable Securities included in such Registration Statement to enable such Holder or Holders thereof to consummate the disposition of such Registrable Securities in accordance with their intended method of distribution thereof;

(h) with respect to any Underwritten Offering, obtain and, if obtained, furnish to each Holder that is named as an underwriter in such Underwritten Offering and each other underwriter thereof, a signed

(A) opinion of outside counsel for the Company (including a customary 10b-5 statement), dated the date of the closing under the underwriting agreement and addressed to the underwriters, reasonably satisfactory (based on the customary form and substance of opinions of issuers' counsel customarily given in such an offering) in form and substance to such underwriters, if any, and

(B) "comfort" letter, dated the date of the underwriting agreement and another dated the date of the closing under the underwriting agreement and addressed to the underwriters and signed by the independent public accountants who have certified the Company's financial statements included or incorporated by reference in such registration statement, reasonably satisfactory (based on the customary form and substance of "cold comfort" letters of issuers' independent public accountant customarily given in such an offering) in form and substance to such Holder and any other underwriters,

in each case, covering substantially the same matters with respect to such Registration Statement (and the Prospectus included therein) and, in the case of the accountants' comfort letter, with respect to events subsequent to the date of such financial statements, as are customarily covered in opinions of issuer's counsel and in accountants' comfort letters delivered to underwriters in such types of offerings of securities;

(i) notify each Holder of Registrable Securities included in such Registration Statement at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the happening of any event as a result of which, the Prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and for which the Company chooses to suspend the use of the Registration Statement and Prospectus in accordance with the terms of this Agreement, and, at the written request of any such Holder, promptly prepare and furnish (at the Company's expense) to it a reasonable number of copies of a supplement to or an amendment of such Prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such Prospectus, as supplemented or amended, shall not include an untrue statement of a material fact or omit to state a material fact necessary in

order to make the statements therein, in the light of the circumstances under which they were made, not misleading (subject to Section 7(f) of this Agreement);

(j) notify the Holders of Registrable Securities included in such Registration Statement promptly of any request by the Commission for the amending or supplementing of such Registration Statement or Prospectus or for additional information;

(k) advise the Holders of Registrable Securities included in such Registration Statement promptly after the Company receives notice or obtains knowledge of any order suspending the effectiveness of a registration statement relating to the Registrable Securities at the earliest practicable moment and promptly use commercially reasonable efforts to obtain the withdrawal of such order;

(l) otherwise comply with all applicable rules and regulations of the Commission and any other governmental agency or authority having jurisdiction over the offering of Registrable Securities, and make available to its stockholders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months, but not more than eighteen (18) months, beginning with the first (1st) full calendar month after the Effective Date of such Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder and which requirement will be deemed satisfied if the Company timely files complete and accurate information on Form 10-Q and 10-K and Current Reports on Form 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act;

(m) provide (i) and cause to be maintained a transfer agent and registrar for the Registrable Securities included in a Registration Statement no later than the Effective Date thereof and (ii) a CUSIP and ISIN number for all Registrable Securities no later than the Effective Date;

(n) enter into such customary agreements (including an underwriting agreement in customary form) and take such other customary actions as the Holders beneficially owning a majority of the Registrable Securities included in a Registration Statement or the underwriters, if any, shall reasonably request in order to expedite or facilitate the disposition of such Registrable Securities, including customary indemnification; and provide reasonable cooperation, including causing at least one (1) executive officer and a senior financial officer to attend and participate in "road shows" and other information meetings organized by the underwriters, if any, as reasonably requested in an Underwritten Offering; *provided*, *however*, that the Company shall have no obligation to participate in more than three (3) such "road shows" requested hereunder in any twelve (12)-month period, such participation shall not unreasonably interfere with the business operations of the Company and the Company shall have no obligation to participate in more than one (1) such "road show" during any ninety (90) day period;

(o) if reasonably requested by the managing underwriter(s) or the Holders beneficially owning a majority of the Registrable Securities being sold in connection with an Underwritten Offering, promptly incorporate in a prospectus supplement or post-

effective amendment such information relating to the plan of distribution for such shares of Registrable Securities provided to the Company in writing by the managing underwriters and the Holders holding a majority of the Registrable Securities being sold and that is required to be included therein relating to the plan of distribution with respect to such Registrable Securities, including without limitation, information with respect to the number of Registrable Securities being sold to such underwriters, the purchase price being paid therefor by such underwriters and with respect to any other terms of the Underwritten Offering of the Registrable Securities to be sold in such offering, and make any required filings with respect to such information relating to the plan of distribution as soon as practicable after notified of the information;

(p) cooperate with the Holders of Registrable Securities included in a Registration Statement and the managing underwriter(s), if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends, and enable such Registrable Securities to be in such share amounts and registered in such names as the managing underwriters, or, if none, the Holders beneficially owning a majority of the Registrable Securities being offered for sale, may reasonably request at least five (5) Business Days prior to any sale of Registrable Securities to the underwriters;

(q) cause all Registrable Securities included in a Registration Statement to be listed on a Trading Market on which similar securities issued by the Company are then listed, if at all, or quoted; and

(r) otherwise use commercially reasonable efforts to take all other steps necessary to effect the registration of such Registrable Securities contemplated hereby.

In addition, at least fifteen (15) Trading Days prior to the first anticipated filing date of a Registration Statement for any registration under this Agreement, the Company will notify each Holder of the information the Company requires from that Holder, in the form of the Selling Stockholder Questionnaire, if any, which shall be completed and delivered to the Company promptly upon request and, in any event, within five (5) Trading Days prior to the applicable anticipated filing date. Each Holder further agrees that it shall not be entitled to be named as a selling security-holder in the Registration Statement or use the Prospectus for offers and resales of Registrable Securities at any time, unless such Holder has returned to the Company a completed and signed Selling Stockholder Questionnaire and a response to any requests for further information as reasonably requested by the Company and, if an Underwritten Offering, entered into an underwriting agreement with the underwriters in accordance with Section 6(b). If a Holder of Registrable Securities returns a Selling Stockholder Questionnaire or a request for further information, in either case, after its respective deadline, the Company shall be permitted to exclude such Holder from being a selling security holder in the Registration Statement or any pre-effective or post-effective amendment thereto. Each Holder acknowledges and agrees that the information in the Selling Stockholder Questionnaire or request for further information as described in this Section 9 will be used by the Company in the preparation of the Registration Statement and hereby consents to the inclusion of such information in the Registration Statement.

10. **Registration Expenses.** All fees and expenses incident to the Company's performance of or compliance with its obligations under this Agreement (excluding any underwriting discounts, fees or selling commissions or broker or similar commissions or fees (which shall be borne by Participating Holders on a pro rata basis), or transfer taxes of any Holder) shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees and expenses (including, without limitation, fees and expenses (A) with respect to filings required to be made with any Trading Market on which the Reorganized Revlon Common Shares are then listed for trading, if any, or quoted, (B) with respect to compliance with applicable state securities or Blue Sky laws (including, without limitation, fees and disbursements of counsel for the Company and any reasonable and documented fees and disbursements of counsel for the underwriters or Holders in connection with Blue Sky qualifications or exemptions of the Registrable Securities and determination of the eligibility of the Registrable Securities for investment under the laws of such jurisdictions as requested by the underwriters or the Holders, as applicable) and (C) if not previously paid by the Company in connection with an issuer filing, with respect to any filing that may be required to be made by any broker through which a Holder intends to make sales of Registrable Securities with the Financial Industry Regulatory Authority ("*FINRA*") pursuant to FINRA Rule 5110, so long as the broker is receiving no more than a customary brokerage commission in connection with such sale, (ii) all reasonable and documented expenses of any Persons in preparing or assisting in preparing, word processing, printing and distributing any Registration Statement, any Prospectus, any free writing prospectus and any amendments or supplements thereto, any underwriting agreements, securities sales agreements or other similar agreements and any other documents relating to the performance of and compliance with this Agreement (including, without limitation, expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is reasonably requested by the Holders holding a majority of the Registrable Securities included in the Registration Statement), (iii) messenger, telephone and delivery expenses, (iv) reasonable and documented fees and disbursements of counsel for the Company, (v) the reasonable and documented fees and expenses incurred in connection with any road show for Underwritten Offerings, (vi) Securities Act liability insurance, if the Company so desires such insurance, (vii) all rating agency fees, if any, and any fees associated with making the Registrable Securities eligible for trading through The Depository Trust Company, and (viii) reasonable and documented fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement. In addition, the Company will pay the reasonable fees and disbursements of Counsel to the Holders, including, for the avoidance of doubt, any reasonable and documented expenses of Counsel to the Holders in connection with the filing or amendment of any Registration Statement, Prospectus or free writing prospectus hereunder or any Underwritten Offering.

11. **Lockups.**

(a) In connection with any Underwritten Takedown or underwritten registration pursuant to a Demand Registration Request or other underwritten public

offering of equity securities by the Company, except with the written consent of the underwriters managing such offering, no Holder shall effect any public sale or distribution (including sales pursuant to Rule 144) of equity securities of the Company, or any securities convertible into or exchangeable or exercisable for such securities during the seven (7) days prior to, and the ninety (90)-day period (or such lesser period as the underwriters may agree) beginning on the date of, the final prospectus filed in connection with such offering (as such period may be waived by the underwriters, the "*Lockup Period*"), except as part of such offering, *provided*, that such Lockup Period restrictions are applicable on substantially similar terms to the Company and all of its executive officers and directors as reasonably requested by the underwriters, and reasonably acceptable to the Majority Holders; *provided* that the Lockup Period shall include customary carve-outs, including that nothing herein will prevent any Holder from making a distribution of Registrable Securities to any of its partners, members or stockholders thereof or a transfer of Registrable Securities to an Affiliate or Related Fund that is otherwise in compliance with the applicable securities laws, so long as such distributees or transferees, as applicable, agree to be bound by the restrictions set forth in this Section 11(a) and so long as no public disclosure of such distribution is made. Each Holder agrees to execute a customary lockup agreement in favor of the Company's underwriters to such effect and, in any event, that the Company's underwriters in any relevant offering shall be third party beneficiaries of this Section 11(a). The provisions of this Section 11(a) will no longer apply to a Holder once such Holder ceases to hold Registrable Securities.

(b) In connection with any Underwritten Offering, the Company shall not effect any public sale or distribution of any of its equity securities, or any securities convertible into or exchangeable or exercisable for such securities, without prior written consent from the managing underwriter or underwriters, during the Lockup Period, except as part of such offering, *provided*, that such Lockup Period restrictions are applicable on substantially similar terms to the Majority Holders. The Company agrees to execute a customary lockup agreement in favor of the underwriters in any relevant offering to such effect and, in any event, that the underwriters in any relevant offering shall be third party beneficiaries of this Section 11(b). Notwithstanding the foregoing, the Company may effect a public sale or distribution of securities of the type described above and during the periods described above if such sale or distribution is made pursuant to registrations on Form S-4 or Form S-8 or any successor thereto or as part of any registration of securities of offering and sale to employees, directors or consultants of the Company and its subsidiaries pursuant to any employee stock plan or other employee benefit plan arrangement.

12. **Indemnification.**

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify, defend and hold harmless each Holder, the officers, directors, agents, partners, members, investment manager, managers, stockholders, Affiliates and employees of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, members, investment manager, managers, stockholders, agents and employees of each such controlling Person, to the

fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable costs of preparation and investigation and reasonable and documented attorneys' fees) and expenses (collectively, "*Losses*"), to which any of them may become subject, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus or (ii) any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that (A) such untrue statements, alleged untrue statements, omissions or alleged omissions are based upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was provided by such Holder expressly for use in the Registration Statement, such Prospectus or such form of Prospectus or in any amendment or supplement thereto, or (B) in the case of an occurrence of an event of the type specified in Section 9(i), related to the use by a Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of the Advice contemplated and defined in Section 16(c) below, but only if and to the extent that following the receipt of the Advice, the misstatement or omission giving rise to such Loss would have been corrected. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an Indemnified Party (as defined in Section 12(c)), shall survive the transfer of the Registrable Securities by the Holders, and shall be in addition to any liability which the Company may otherwise have. Paragraph (a) of this Section shall not apply with respect to taxes other than any taxes that represent losses, claims, damages, etc. arising from any non-tax claim.

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its respective directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, or any form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading (i) to the extent, but only to the extent, that such untrue statements or omissions are based upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein or (ii) to the extent, but only to the extent, that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was provided by such Holder expressly for use in a Registration Statement, such Prospectus or such form of Prospectus or in any

amendment or supplement thereto or (iii) in the case of an occurrence of an event of the type specified in Section 9(i), to the extent, but only to the extent, related to the use by such Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of the Advice contemplated in Section 16(c), but only if and to the extent that following the receipt of the Advice the misstatement or omission giving rise to such Loss would have been corrected. In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an Indemnified Party (as defined in Section 12(c)), shall survive the transfer of the Registrable Securities by the Holders, and shall be in addition to any liability which the Holder may otherwise have.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "*Indemnified Party*"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "*Indemnifying Party*") in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all reasonable fees and expenses incurred in connection with the defense thereof; *provided*, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that such failure shall have materially and adversely prejudiced the Indemnifying Party in its ability to defend such action.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by counsel that in the reasonable judgment of such counsel a conflict of interest exists if the same counsel were to represent such Indemnified Party and the Indemnifying Party; *provided*, that the Indemnifying Party shall not be liable for the reasonable and documented fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties. The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld, delayed or conditioned. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

Subject to the terms of this Agreement, all reasonable and documented fees and expenses of the Indemnified Party (including reasonable and documented fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section 12(c)) shall be paid to the Indemnified Party, as incurred, with reasonable promptness after receipt of written notice thereof to the Indemnifying Party; *provided*, that the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is finally judicially determined to not be entitled to indemnification hereunder.

(d) Contribution. If a claim for indemnification under Section 12(a) or (b) is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 12(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 12(d), no Holder shall be required to contribute, in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Holder from the sale of the Registrable Securities subject to the Proceeding exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

13. **Section 4(a)(7), Rule 144 and Rule 144A; Other Exemptions.** With a view to making available to the Holders of Registrable Securities the benefits of Section 4(a)(7) of the Securities Act, Rule 144 and Rule 144A and other rules and regulations of the Commission that may at any time permit a Holder of Registrable Securities to sell securities of the Company without registration, until such time as when no Registrable Securities remain outstanding, the Company covenants that it will use commercially reasonable efforts to, (i) if it is subject to the reporting requirement of Section 13 or 15(d) of the Exchange Act, file in a timely manner all reports and other documents required, if any, to be filed by it under the Securities Act and the Exchange Act and the rules and

regulations adopted thereunder, or, (ii) if it is not subject to the reporting requirement of Section 13 or 15(d) of the Exchange Act, make available information necessary to comply with Section 4(a)(7) of the Securities Act and Rule 144 and Rule 144A, if available, with respect to resales of the Registrable Securities under the Securities Act, at all times, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (x) Section 4(a)(7) of the Securities Act and Rule 144 and Rule 144A (if available with respect to resales of the Registrable Securities), as such rules may be amended from time to time, or (y) any other rules or regulations now existing or hereafter adopted by the Commission. Upon the reasonable request of any Holder of Registrable Securities, the Company will deliver to such Holder a written statement as to whether it has complied with such information requirements, and, if not, the specific reasons for non-compliance.

14. **Transfer of Registration Rights.** Any Holder may freely assign its rights hereunder on a pro rata basis in connection with any sale, transfer, assignment, or other conveyance (any of the foregoing, a "*Transfer*") of Registrable Securities to any transferee or assignee, including any Affiliate or Related Fund of any Holder; *provided*, that all of the following additional conditions are satisfied: (a) such Transfer is effected in accordance with applicable securities laws; (b) such transferee or assignee agrees in writing to become subject to the terms of this Agreement (including through the execution of a joinder hereto); and (c) the Company is given written notice by such Holder of such Transfer, stating the name and address of the transferee or assignee and identifying the Registrable Securities with respect to which such rights are being transferred or assigned and provide the amount of any other capital stock of the Company beneficially owned by such transferee or assignee; *provided further*, that (i) any rights assigned hereunder shall apply only in respect of the Registrable Securities that are Transferred and not in respect of any other securities that the transferee or assignee may hold and (ii) any Registrable Securities that are Transferred may cease to constitute Registrable Securities following such Transfer in accordance with the terms of this Agreement.

15. **Further Assurances.** Each of the parties hereto shall execute all such further instruments and documents and take all such further action as any other party hereto may reasonably require in order to effectuate the terms and purposes of this Agreement.

16. **Miscellaneous.**

(a) Remedies. Any Person having rights under any provision of this Agreement shall be entitled to enforce such rights specifically to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or other security) for specific performance and for

other injunctive relief in order to enforce or prevent violation of the provisions of this Agreement.

(b) Compliance. Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it (unless an exemption therefrom is available) in connection with sales of Registrable Securities pursuant to any Registration Statement and shall sell the Registrable Securities only in accordance with a method of distribution described in each Registration Statement.

(c) Discontinued Disposition. By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company of the occurrence of a Grace Period or any event of the kind described in Section 9(i), such Holder will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing (the "*Advice*") by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed. The Company may provide appropriate stop orders to enforce the provisions of this paragraph.

(d) Number of Registrable Securities Outstanding. In order to determine the number of Registrable Securities outstanding at any time, and subject to Section 2(k) in all respects, upon the reasonable written request of the Company to Holders, each Holder shall promptly, and in any event within ten (10) Business Days of receipt of such request, inform the Company of the number of Registrable Securities that such Holder owns and that the Company may conclusively rely upon any certificate provided under this Agreement for the purpose of determining the number of such Registrable Securities.

(e) No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Holders may be partnerships or limited liability companies, each of the Holders and the Company agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any of the Holder's former, current or future direct or indirect equity holders, controlling persons, shareholders, directors, officers, employees, agents, Affiliates, members, financing sources, managers, general or limited partners or assignees (each, a "*Related Party*" and collectively, the "*Related Parties*"), in each case other than the current or former Holders or any of their respective assignees under this Agreement, whether by the enforcement of any assessment or by any legal or equitable Proceeding, or by virtue of any applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any of the Related Parties, as such, for any obligation or liability of the the Holders under this Agreement or any documents or instruments delivered in connection herewith for any claim based on, in respect of or by reason of such obligations or liabilities or their creation; provided, however, nothing in this Section 16(e) shall relieve or otherwise limit the liability of the Company or any current or former Holder, as such, for any breach or violation of its obligations under this Agreement or such agreements, documents or instruments.

(f) Preservation of Rights. From and after the date of this Agreement, the Company shall not file or have declared effective a registration statement for any equity securities (other than a registration statement in connection with an Initial Public Offering that is substantially contemporaneous to the entering into of this Agreement) or on Form S-8, or any successor of such form, or a registration statement relating solely to the offer and sale to the Company's directors or employees pursuant to any employee stock plan or other employee benefit plan or arrangement) before the Initial Shelf Registration Statement is declared effective. From and after the date of this Agreement, the Company shall not enter into any agreement with any current or future holder of any securities of the Company that would allow such current or future holder to require the Company to include securities in the Initial Shelf Registration Statement, or in any Piggyback Offering on a basis that is on parity with or superior to, the Piggyback Offering rights granted to the Holders pursuant to Section 8 of this Agreement.

(g) No Inconsistent Agreements. The Company has not entered, as of the date hereof, and the Company shall not enter, after the date of this Agreement, into any agreement with respect to its securities which is inconsistent with or grants registration rights that have parity with or are more favorable than the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof.

(h) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, or waived unless the same shall be in writing and signed by the Company and Holders holding at least a majority of the then outstanding Registrable Securities; *provided*, *however*, that any party may give a waiver as to itself; *provided further, however*, that no amendment, modification, supplement, or waiver that disproportionately and adversely affects, alters, or changes the interests of any Holder shall be effective against such Holder without the prior written consent of such Holder; *provided further, however*, that the definitions of "Holders" and "Registrable Securities" in Section 1 may not be amended, modified or supplemented, or waived unless in writing and signed by Holders holding 66 2/3% of all Registrable Securities at such time; and *provided further*, that the waiver of any provision with respect to any Registration Statement or offering may be given by Holders holding at least a majority of the then outstanding Registrable Securities entitled to participate in such offering or, if such offering shall have been commenced, having elected to participate in such offering. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of certain Holders and that does not directly or indirectly affect the rights of other Holders may be given by Holders holding a majority of the Registrable Securities outstanding at such time to which such waiver or consent relates; *provided*, *however*, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the immediately preceding sentence. No waiver of any terms or conditions of this Agreement shall operate as a waiver of any other breach of such terms and conditions or any other term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof. No written waiver hereunder, unless it by its own terms explicitly provides to the contrary, shall be construed to effect a continuing waiver of the provisions being waived and no such waiver in any instance shall constitute a waiver in

any other instance or for any other purpose or impair the right of the party against whom such waiver is claimed in all other instances or for all other purposes to require full compliance with such provision. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision and shall not affect the right of such party thereafter to enforce each provision of this Agreement in accordance with its terms.

(i) Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given if delivered personally, sent via electronic facsimile (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) at the following address (or at such other address as may be specified by like notice):

(A) If to the Company:

[Revlon LLC]
55 Water St.
New York, New York 10041-00004
Attn: Andrew Kidd, EVP, General Counsel
Matthew Kvarda, Interim Chief Financial Officer

Email: Andrew.kidd@revlon.com
Mkvarda@alvarezandmarsal.com

with a copy (which shall not constitute notice) to:
[•]
Facsimile: [•]
Attention: [•]
Email: [•]

(B) If to the Holders (or to any of them), to the address set forth on its signature page hereto (including any joinder hereto) or such other address as may be designated in writing hereafter by such Holder.

If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday or legal holiday in the State of New York or the jurisdiction in which the Company's principal office is located, the time period shall automatically be extended to the Business Day immediately following such Saturday, Sunday or legal holiday.

(j) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns (including any trustee in bankruptcy). In addition, and whether or not any express assignment shall have been made, the provisions of this Agreement which are for the benefit of the Holders of Registrable Securities (or any portion thereof) as such shall be for the benefit of and enforceable by any subsequent holder of any Registrable Securities (or of such portion thereof); *provided*, that such subsequent holder of Registrable Securities shall be required to execute a joinder to this Agreement in form

and substance reasonably satisfactory to the Company, agreeing to be bound by its terms. Subject to Section 2(i) hereof, no assignment or delegation of this Agreement by the Company, or any of the Company's rights, interests or obligations hereunder, shall be effective against any Holder without the prior written consent of such Holders holding 66 2/3% of all Registrable Securities at such time; *provided, further*, *however*, that no such assignment or delegation that disproportionately and adversely affects, alters, or changes the interests of any Holder shall be effective against such Holder without the prior written consent of such Holder (other than an assignment in connection with the reincorporation of the Company or its businesses in another jurisdiction).

(k) Execution and Counterparts. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement.

(l) Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) to the extent such rules or provisions would cause the application of the laws of any jurisdiction other than the State of New York. Each of the parties to this Agreement consents and agrees that any action to enforce this Agreement or any dispute, whether such dispute arises in law or equity, arising out of or relating to this Agreement, shall be brought exclusively in the United States District Court for the Southern District of New York or any New York State Court sitting in New York City. The parties hereto consent and agree to submit to the exclusive jurisdiction of such courts. Each of the parties to this Agreement waives and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (i) such party and such party's property is immune from any legal process issued by such courts or (ii) any litigation or other proceeding commenced in such courts is brought in an inconvenient forum. The parties hereby agree that mailing of process or other papers in connection with any such action or proceeding to an address provided in writing by the recipient of such mailing, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof and hereby waive any objections to service in the manner herein provided.

(m) Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(n) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement shall be reformed, construed and

enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(o) Descriptive Headings; Interpretation; No Strict Construction. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns, and verbs shall include the plural and vice versa. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and, if applicable, hereof. The words "include", "includes" or "including" in this Agreement shall be deemed to be followed by "without limitation". The use of the words "or," "either" or "any" shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. All references to laws, rules, regulations and forms in this Agreement shall be deemed to be references to such laws, rules, regulations and forms, as amended from time to time or, to the extent replaced, the comparable successor thereto in effect at the time. All references to agencies, self-regulatory organizations or governmental entities in this Agreement shall be deemed to be references to the comparable successors thereto from time to time.

(p) Entire Agreement. This Agreement and any certificates, documents, instruments and writings that are delivered pursuant hereto, constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(q) Termination. The obligations of the Company and of any Holder, other than those obligations contained in Section 12 and this Section 16, shall terminate with respect to the Company and such Holder as soon as such Holder no longer beneficially owns any Registrable Securities.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

[REVLON]

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned parties have executed this Registration Rights Agreement as of the date first written above.

HOLDERS:

[Holder Name]

By: _____
Name:
Title:

EXHIBIT A

[Plan of Distribution to come]

EXHIBIT B

[Selling Stockholder Questionnaire to come]

Exhibit I-1

New Warrant Agreement

This **Exhibit I** contains the draft form of New Warrant Agreement. The New Warrant Agreement remains subject to continuing negotiations among Debtors, the Consenting BrandCo Lenders, the Creditors' Committee, and interested parties with respect thereto. All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit I**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

WARRANT AGREEMENT

dated as of [*insert date*][1] between

[REVLON LLC]

and

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

as Warrant Agent

Warrants to Purchase Common Shares

[1] NTD: Warrants to be issued on the Plan Effective Date. This draft remains subject to ongoing discussions, review and revision. Additional provisions under consideration include provisions regarding Competitor transfer restrictions and LLC Agreement joinder mechanics.

WARRANT AGREEMENT[2]

Warrant Agreement (as it may be amended from time to time, this "**Warrant Agreement**"), dated as of [*insert date*], between [Revlon LLC], a Delaware limited liability company (the "**Company**"), and American Stock Transfer & Trust Company, LLC, as warrant agent (the "**Warrant Agent**").

RECITALS

WHEREAS, pursuant to the Joint Plan of Reorganization (the "**Plan**") of the Company and certain of its debtor affiliates under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") approved by the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"), certain Warrants (as defined herein) to purchase Common Shares (as defined herein) of the Company shall be issued;

WHEREAS, the Warrants and the Common Shares underlying the Warrants have been offered and sold in reliance on the exemption from the registration requirements of the Securities Act and any applicable state securities or "blue sky" laws afforded by Section 1145(a) of the Bankruptcy Code; and

WHEREAS, the Company desires that the Warrant Agent act on behalf of the Company and the Warrant Agent is willing to act, in connection with the issuance, exchange, transfer, substitution and exercise of Warrants.

NOW THEREFORE in consideration of the mutual agreements herein contained, the Company and the Warrant Agent agree as follows.

ARTICLE 1

DEFINITIONS

Section 1.1 Certain Definitions. "**Affiliate**" shall mean, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"**Agent Members**" has the meaning set forth in Section 2.4(b) hereof.

"**Applicable Procedures**" means, with respect to any transfer or exchange of, or exercise of any Warrants evidenced by, any Global Warrant Certificate, the rules and procedures of the Depositary that apply to such transfer, exchange or exercise.

[2] NTD: Subject to ongoing review by the SteerCo group, the Company and Delaware local counsel.

"**Authentication Order**" means a Company Order for authentication and delivery of Warrants.

"**Bankruptcy Code**" has the meaning set forth in the Recitals.

"**Bankruptcy Court**" has the meaning set forth in the Recitals.

"**Beauty Companies**" has the meaning set forth in the definition of "Competitor" set forth below.

"**Beneficial Owner**" means any Person beneficially owning an interest in a Warrant represented by a Global Warrant Certificate, which interest is credited to the account of a direct or indirect participant in the Depositary for the benefit of such Person through the book-entry system maintained by the Depositary (or its agent).

"**Board**" means the board of managers of the Company from and after the Plan Effective Date.

"**Business Day**" means any day other than a Saturday, a Sunday, a day which is a legal holiday in the State of New York, or a day on which banking institutions and trust companies in the State of New York are authorized or obligated by Law, regulation or executive order to close.

"**Cash Settlement**" means the settlement method pursuant to which an Exercising Owner shall be entitled to receive from the Company, for each Warrant exercised, a number of fully paid and nonassessable Common Shares equal to the Cash Settlement Share Amount in exchange for payment in cash by the Exercising Owner of the applicable Exercise Price for each such Common Share so receivable upon exercise of such Warrant.

"**Cash Settlement Share Amount**" means, for each Warrant exercised as to which Cash Settlement is applicable, one fully paid and nonassessable Common Share, subject to adjustment in accordance with Article 4.

"**Cashless Settlement**" means the settlement method pursuant to which an Exercising Owner shall be entitled to receive from the Company, for each Warrant exercised, a number of Common Shares equal to the Cashless Settlement Share Amount without any payment of cash therefor.

"**Cashless Settlement Share Amount**" means for each Warrant exercised as to which an Exercising Owner elects Cashless Settlement, one fully paid and nonassessable Common Share, subject to adjustment in accordance with Article 4, multiplied by a fraction equal to (i) the Fair Market Value (as of the Exercise Date for such Warrant) of one Common Share minus the Exercise Price therefor divided by (ii) such Fair Market Value. The number of Common Shares issuable upon exercise, on the same Exercise Date, of Warrants as to which Cashless Settlement is applicable shall be aggregated for each Warrantholder, together with cash in lieu of any fractional Common Share, as provided in Section 3.6. In no event shall the Company deliver a fractional Common Share in connection with an exercise of Warrants as to which Cashless Settlement is applicable.

"**Close of Business**" means 5:00 p.m., New York City time.

"**Closing Date**" means the Plan Effective Date.

"**Common Shares**" means [the limited liability company interests in the Company designated as the "Common Shares" of the Company and issued on or after the Plan Effective Date][3].

"**Company**" has the meaning set forth in the Preamble.

"**Company Order**" means a written request or order signed in the name of the Company by any two officers, at least one of whom must be its Chief Executive Officer, Chief Financial Officer, its Treasurer, any Assistant Treasurer, its Secretary or any Assistant Secretary, and delivered to the Warrant Agent.

"**Competitor**" means [(i) any Person (together with its Related Persons) that owns or operates assets involved in [the cosmetics, hair color, fragrances, skincare, or beauty care products businesses] (collectively, "**Beauty Companies**"), (ii) any Person (together with its Related Persons) that directly or indirectly (A) holds equity interests in any Beauty Company where such interests collectively represent greater than [50]% of the asset value, or account for greater than [50]% of the revenue of, such Person, or (B) controls (as such term is defined in the definition of "Affiliate") any Beauty Company or (iii) any other Person as determined from time to time that the Board determines in good faith poses a material competitive risk to the Company or any of its Subsidiaries; provided that in the case of clauses (i) or (ii), the Board (excluding the vote of any manager appointed by, or otherwise affiliated with, a Competitor (as defined without giving effect to this proviso)) may determine in good faith that a Person that would be a Competitor pursuant to the foregoing clauses (i) or (ii) shall be deemed to not be a Competitor, notwithstanding clauses (i) or (ii) of this definition.][4]

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code and approving the transactions contemplated thereby.

"**Corporate Agency Office**" has the meaning set forth in Section 2.5(a) hereof.

"**Countersigning Agent**" means any Person authorized by the Warrant Agent to act on behalf of the Warrant Agent to countersign Warrant Certificates.

"**Definitive Warrant Certificate**" means a Warrant Certificate registered in the name of the Warrantholder thereof that does not bear the Global Warrant Legend and that does not have a "Schedule of Decreases of Warrants" attached thereto.

[3] NTD: To be confirmed.

[4] NTD: To be conformed with the definition in the final version of the LLC Agreement.

"**Delaware LLC Act**" means the Delaware Limited Liability Company Act, as amended or superseded from time to time.

"**Depositary**" means DTC and its successors as depositary hereunder.

"**DTC**" means The Depository Trust Company.

"**DTC Participants**" means, collectively, the participants for which DTC holds and provides asset servicing.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time, and the related rules and regulations promulgated thereunder.

"**Exempt Transaction**" shall mean a merger, reorganization or consolidation that results in the holders of the voting securities of the Company immediately prior thereto continuing to hold immediately following such merger, reorganization or consolidation (either by such voting securities remaining outstanding or being converted into voting securities of the surviving entity or the ultimate parent company of such surviving entity), in substantially the same proportions as prior to such event, more than 50% of the combined voting power of the voting securities of the Company or such surviving entity immediately after such merger or consolidation (or the ultimate parent company of the Company or such surviving entity).

"**Exercise Date**" has the meaning set forth in Section 3.2(d).

"**Exercise Notice**" means, for any Warrant, an exercise notice substantially in the form set forth in Exhibit B

hereto.

"**Exercising Owner**" means any Warrantholder that exercises Warrants pursuant to the terms hereof.

"**Exercise Price**" means $[*insert exercise price*][5], subject to adjustment as provided in Article 4.

"**Expiration Time**" means the earlier of (i) the Close of Business on [*insert expiration date*][6] and (ii) the date of consummation of any Liquidity Event.

"**Fair Market Value,**" as of a specified date, means the price per Common Share or per unit of other securities or other distributed property determined as follows:

(i) in the case of Common Shares or other securities listed on a National Securities Exchange, the average of the VWAP of a Common Share or a single unit of such

[5] NTD: Initial exercise price per unit to be based on the equity value implied from an enterprise value of $4 billion. *See* the definition of "New Warrants" in the Plan for specifics with respect to the calculation.

[6] NTD: To be 5 years after the issue date.

other security for the 10 Trading Days immediately preceding the specified date (or if the Common Shares or other securities have been listed for less than 10 Trading Days, the VWAP for such lesser period of time);

(ii) in the case of Common Shares or other securities that are publicly traded but are not listed on a National Securities Exchange, the average of the reported bid and ask prices of a Common Share or a single unit of such other security in the over-the-counter market on which such securities are then traded for the 10 Trading Days immediately preceding the specified date (or if the Common Shares or other securities have been publicly traded (but not listed) for less than 10 Trading Days, the average of the reported bid and ask prices for such lesser period of time); or

(iii) in all other cases, the Fair Market Value per Common Share or per unit of other securities or other distributed property as of a date not earlier than 20 Business Days preceding the specified date as reasonably determined in good faith by the Board, subject to appropriate adjustment for any intervening event or circumstance that would result in an adjustment pursuant to Article 4 hereof that has occurred since the date of the last determination.

For the avoidance of doubt, no third party appraisal shall be required in connection with any Warrant that is exercised using Cashless Settlement.

"**Fundamental Equity Change**" has the meaning set forth in Section 4.5(a) hereof.

"**Funds**" has the meaning set forth in Section 3.2(f) hereof.

"**Funds Account**" has the meaning set forth in Section 3.2(f) hereof.

"**GAAP**" means United States generally accepted accounting principles in effect from time to time.

"**Global Warrant Certificate**" means a Warrant Certificate deposited with or on behalf of and registered in the name of the Depositary or its nominee, that bears the Global Warrant Legend and that has the "Schedule of Decreases of Warrants" attached thereto.

"**Global Warrant Legend**" means the legend set forth in Section 2.4(a).

"**Law**" means any federal, state, local, foreign or provincial law, statute, ordinance, rule, regulation, judgment, order, injunction, decree or agency requirement having the force of law or any undertaking to or agreement with any governmental authority, including common law.

"**Liquidity Event**" means any transaction or series of related transactions that results in (a) a merger, consolidation or combination involving the Company, (b) the sale or exchange of all or substantially all of the equity interests of the Company to one or more third parties (whether by merger, sale, recapitalization, consolidation, combination or otherwise) or (c) the sale, directly or indirectly, by the Company of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole; provided that, notwithstanding the foregoing, no Exempt Transaction shall be a Liquidity Event.

"**LLC Agreement**" means the [Amended and Restated] Limited Liability Company Agreement of the Company, as amended, restated, supplemented or otherwise modified from time to time.

["**LLC Beneficial Owner**" means any Person owning a securities entitlement with respect to Common Shares registered to Cede & Co. (or such other nominee as may be selected by DTC that is the registered holder of Common Shares under the LLC Agreement), as nominee for DTC, which securities entitlement is held directly or indirectly through the book-entry system maintained by DTC and DTC Participants and which securities entitlement has not been credited to any other Person's securities account.

"**LLC Direct Owner**" means, as of any relevant time, any Person who is a party to the LLC Agreement (regardless of whether such person has executed the LLC Agreement) and is a member of the Company.

"**LLC Member**" means Cede & Co. (or such other nominee as may be selected by DTC that is the registered holder of Common Shares under the LLC Agreement on behalf of the LLC Beneficial Owners) and each LLC Direct Owner.][7]

"**National Securities Exchange**" means The New York Stock Exchange (including the NYSE American), The Nasdaq Global Select Market, The Nasdaq Global Market or the Nasdaq Capital Market.

"**Person**" means an individual, partnership, firm, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

"**Plan**" has the meaning set forth in the Recitals.

"**Plan Effective Date**" means the "Effective Date" of the Plan as defined therein.

"**Recipient**" has the meaning set forth in Section 3.5(b) hereof.

"**Record Date**" means, with respect to any dividend, distribution, recapitalization, reclassification, split, reverse split, reorganization, consolidation, merger or other transaction or event in which the holders of Common Shares have the right to receive any cash, securities or other property or in which Common Shares (or another applicable security) are exchanged for or converted into, any combination of, cash, securities or other property, the date fixed for determination of holders of Common Shares entitled to receive such cash, securities or other property or participate in such exchange or conversion (whether such date is fixed by the Board or by statute, contract or otherwise).

"**Reference Property**" has the meaning set forth in Section 4.6(a) hereof.

[7] NTD: Definitions to be updated to conform with any relevant updates to the LLC Agreement.

"**Related Persons**" means[, with respect to a Person, and without duplication, (i) such Person's Affiliates and (ii) any fund, account, investment vehicle or co-investment vehicle that is controlled, managed, advised or sub-advised by such Person or any of its Affiliates or the same investment manager, advisor or sub-advisor as such Person or any Affiliate of such investment manager, advisor or sub-advisor.][8]

"**Reorganization Event**" has the meaning set forth in Section 4.6(a) hereof.

"**Required Warrantholders**" means Warrantholders holding at least 50.01% of the then-outstanding Warrants, subject to the provisions of Section 5.2(d).

"**Securities Act**" means the Securities Act of 1933, as amended from time to time, and the related rules and regulations promulgated thereunder.

"**Settlement Date**" means, in respect of a Warrant that is exercised hereunder, (a) in all circumstances other than a Cashless Settlement where Fair Market Value has been determined by the Board pursuant to clause (iii) of the definition thereof, the second Business Day immediately following the Exercise Date for such Warrant, and (b) in the event of a Cashless Settlement where Fair Market Value has been determined by the Board pursuant to clause (iii) of the definition thereof, the second Business Day immediately following receipt by the Exercising Owner of notice of such Fair Market Value.

"**Subsidiary**" means, as to any Person, any corporation, partnership, limited liability company or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or other interests having by their terms voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly beneficially owned or controlled by such party or by any one or more of its subsidiaries, or by such party and one or more of its subsidiaries.

"**Trading Day**" means each Monday, Tuesday, Wednesday, Thursday and Friday, other than any day on which securities are not traded on the applicable securities exchange.

"**Uniform Commercial Code**" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"**Unit of Reference Property**" has the meaning set forth in Section 4.6(a) hereof.

"**VWAP**" means, for any Trading Day, the price for securities (including Common Shares) determined by the daily volume-weighted average price per unit of such securities for such Trading Day on the trading market on which such securities are then listed or quoted, in each case, for the regular trading session (without regard to pre-open or after hours trading outside of such regular trading session) as reported on a National Securities Exchange, as published by Bloomberg at 4:15 p.m., New York City time, on such Trading Day.

[8] NTD: To be conformed with the definition in the final version of the LLC Agreement.

"**Warrant**" or "**Warrants**" means those certain warrants of the Company to purchase initially up to an aggregate of [*insert number of units*] Common Shares and which expire at the Expiration Time and are issued pursuant to this Warrant Agreement with the terms, conditions and rights set forth herein. Each Warrant shall entitle the Warrantholder of the Warrant or the Warrant Certificate evidencing such Warrant upon exercise to purchase one Common Share at the Exercise Price, subject to adjustment pursuant to Article 4.

"**Warrant Agent**" has the meaning set forth in the Preamble.

"**Warrant Agreement**" has the meaning set forth in the Preamble.

"**Warrant Certificates**" means those certain warrant certificates evidencing the Warrants, substantially in the form of EXHIBIT A

attached hereto, except that, in the case of a Definitive Warrant Certificate, such Warrant Certificate shall not bear the Global Warrant Legend and shall not have a "Schedule of Decreases of Warrants" attached thereto.

"**Warrant Register**" has the meaning set forth in Section 2.5(b).

"**Warrantholder**" means any Person in whose name at the time any Warrant or Warrant Certificate is registered upon the Warrant Register.

ARTICLE 2

WARRANT CERTIFICATES

Section 2.1 Original Issuance of Warrants.

(a) On the Closing Date, one or more Global Warrant Certificates evidencing an aggregate of [*insert number of warrants*] Warrants (each such Warrant to be subject to adjustment from time to time as described herein) shall be executed by the Company and delivered to the Warrant Agent for countersignature, along with an Authentication Order, and the Warrant Agent shall countersign and deliver such Global Warrant Certificates for issuance to the Depositary, or its custodian, for crediting to the accounts of its participants for the benefit of the Beneficial Owners of the Warrants, pursuant to the Applicable Procedures of the Depositary on the Closing Date. Each Warrant Certificate shall evidence the number of Warrants specified therein, and each Warrant evidenced thereby shall represent the right, subject to the provisions contained herein and therein, to purchase one Common Share, subject to adjustment as provided in Article 4.

(b) Each Warrant shall be exercisable for one fully paid and nonassessable Common Share (subject to adjustment under Article 4) upon payment of the applicable Exercise Price for each such Common Share so receivable upon exercise of such Warrant and compliance with the procedures set forth in this Warrant Agreement. On the Closing Date, the Warrant Agent shall register all of the Warrants in the Warrant Register. The Warrants shall be dated as of the Closing Date and, subject to the terms hereof, shall be the only Warrants issued or outstanding under this Warrant Agreement as of the Closing Date.

(c) All Warrants issued under this Warrant Agreement shall in all respects be equally and ratably entitled to their respective benefits under this Warrant Agreement, without preference, priority, or distinction on account of the actual time of the issuance and authentication or any other terms thereof. Each Warrant shall be, and shall remain, subject to the provisions of this Warrant Agreement until such time as such Warrant shall have been duly exercised or shall have expired or been cancelled in accordance with the terms hereof. Each Warrantholder shall be bound by all of the terms and provisions of this Warrant Agreement as fully and effectively as if such Warrantholder had signed the same.

Section 2.2 **Form of Warrants**. The Warrant Certificates evidencing the Warrants shall be in registered form only and substantially in the form attached hereto as EXHIBIT A

Section 2.3 , shall be dated the date on which countersigned by the Warrant Agent, shall have such insertions as are appropriate or required or permitted by this Warrant Agreement and may have such letters, numbers or other marks of identification and such legends and endorsements typed, stamped, printed, lithographed or engraved thereon as the officers of the Company executing the same may approve based upon written advice of counsel (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Warrant Agreement, the Plan or the Confirmation Order, as may be required to comply with any Law or with any rule or regulation pursuant thereto or with any rule or regulation of any securities exchange on which the Warrants may be listed, or to conform to usage.

Section 2.4 **Execution and Delivery of Warrant Certificates**.

(a) Warrant Certificates evidencing the Warrants which may be countersigned and delivered under this Warrant Agreement are limited to Warrant Certificates evidencing the Warrants except for Warrant Certificates countersigned and delivered upon registration of transfer of, or in exchange for, or in lieu of, one or more previously countersigned Warrant Certificates pursuant to Section 2.5, Section 2.6, Section 2.9, and Section 3.2(b).

(b) The Warrant Agent is hereby authorized to countersign and deliver Warrant Certificates as required by Section 2.1, Section 2.5, Section 2.6, Section 2.9, and Section 3.2(b).

(c) The Warrant Certificates shall be executed in the company name and on behalf of the Company by the Chief Executive Officer or the Chief Financial Officer of the Company under company seal reproduced thereon and attested to by the Secretary or one of the Assistant Secretaries of the Company, either manually or by facsimile signature printed thereon. The Warrant Certificates shall be countersigned by the Warrant Agent, either manually or by facsimile signature, and shall not be valid for any purpose unless so countersigned. In case any officer of the Company whose signature shall have been placed upon any of the Warrant Certificates shall cease to be such officer of the Company before countersignature by the Warrant Agent and issue and delivery thereof, such Warrant Certificates may, nevertheless, be countersigned by the Warrant Agent and issued and delivered with the same force and effect as though such person had not ceased to be such officer of the Company, and any Warrant Certificate may be signed on behalf of the Company by such person as, at the actual date of the execution of such Warrant Certificate, shall be a proper officer of the Company, although at the date of the execution of this Warrant Agreement any such person was not such officer.

Section 2.5 Global Warrant Certificates.

(a) Any Global Warrant Certificate shall bear the legend substantially in the form set forth in EXHIBIT A

(b) hereto (the "**Global Warrant Legend**").

(c) So long as a Global Warrant Certificate is registered in the name of the Depositary or its nominee, members of, or participants in, the Depositary ("**Agent Members**") shall have no rights under this Warrant Agreement with respect to the Warrants evidenced by such Global Warrant Certificate held on their behalf by the Depositary or its custodian, and the Depositary may be treated by the Company, the Warrant Agent and any agent of the Company or the Warrant Agent as the absolute owner of such Warrants, and as the sole Warrantholder of such Warrant Certificate, for all purposes. Accordingly, any such Agent Member's beneficial interest in such Warrants will be shown only on, and the transfer of such interest shall be effected only through, records maintained by the Depositary or its nominee or its Agent Members, and neither the Company nor the Warrant Agent shall have any responsibility or liability with respect to such records maintained by the Depositary or its nominee or its Agent Members. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Warrant Agent or any agent of the Company or the Warrant Agent from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a holder of any security.

(d) Any Beneficial Owner of Warrants evidenced by a Global Warrant Certificate registered in the name of the Depositary or its nominee shall, by acceptance of such beneficial interest, agree that transfers of beneficial interests in the Warrants evidenced by such Global Warrant Certificate may be effected only through the book-entry system maintained by the Depositary as the Warrantholder of such Global Warrant Certificate (or its agent), and that ownership of a beneficial interest in Warrants evidenced thereby shall be reflected solely in such book-entry form.

(e) Transfers of a Global Warrant Certificate registered in the name of the Depositary or its nominee shall be limited to transfers in whole, and not in part, to the Depositary, its successors, and their respective nominees except as set forth in Section 2.5(f). Interests of Beneficial Owners in a Global Warrant Certificate registered in the name of the Depositary or its nominee shall be transferred in accordance with the Applicable Procedures of the Depositary.

(f) A Global Warrant Certificate registered in the name of the Depositary or its nominee shall be exchanged for Definitive Warrant Certificates only if the Depositary (i) has notified the Company that it is unwilling or unable to continue as or ceases to be a clearing agency registered under Section 17A of the Exchange Act and (ii) a successor to the Depositary registered as a clearing agency under Section 17A of the Exchange Act is not able to be appointed by the Company within 90 days or the Depositary is at any time unwilling or unable to continue as Depositary and a successor to the Depositary is not able to be appointed by the Company within 90 days. In any such event, a Global Warrant Certificate registered in the name of the Depositary or its nominee shall be surrendered to the Warrant Agent for cancellation in accordance with

Section 3.12, and the Company shall execute, and the Warrant Agent shall countersign and deliver, to each Beneficial Owner identified by the Depositary, in exchange for such Beneficial Owner's beneficial interest in such Global Warrant Certificate, Definitive Warrant Certificates evidencing, in the aggregate, the number of Warrants theretofore represented by such Global Warrant Certificate with respect to such Beneficial Owner's respective beneficial interest. Any Definitive Warrant Certificate delivered in exchange for an interest in a Global Warrant Certificate pursuant to this Section 2.5(f) shall not bear the Global Warrant Legend. Interests in any Global Warrant Certificate may not be exchanged for Definitive Warrant Certificates other than as provided in this Section 2.5(f).

(g) The Warrantholder of a Global Warrant Certificate registered in the name of the Depositary or its nominee may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Warrantholder of a Warrant Certificate is entitled to take under this Warrant Agreement or such Global Warrant Certificate.

(h) Each Global Warrant Certificate will evidence such of the outstanding Warrants as will be specified therein and each shall provide that it evidences the aggregate number of outstanding Warrants from time to time endorsed thereon and that the aggregate number of outstanding Warrants evidenced thereby may from time to time be reduced to reflect exercises. Any endorsement of a Global Warrant Certificate to reflect the amount of any decrease in the aggregate number of outstanding Warrants evidenced thereby will be made by the Warrant Agent in accordance with the Applicable Procedures as required by Section 3.2(b).

(i) The Company initially appoints DTC to act as Depositary with respect to the Global Warrant Certificates.

(j) Every Warrant Certificate authenticated and delivered in exchange for, or in lieu of, a Global Warrant Certificate or any portion thereof, pursuant to this Section 2.5, Section 2.6(a) or Section 2.9, shall be authenticated and delivered in the form of, and shall be, a Global Warrant Certificate, and a Global Warrant Certificate may not be exchanged for a Definitive Warrant Certificate, in each case, other than as provided in Section 2.5(f). Whenever any provision herein refers to issuance by the Company and countersignature and delivery by the Warrant Agent of a new Warrant Certificate in exchange for the portion of a surrendered Warrant Certificate that has not been exercised, in lieu of the surrender of any Global Warrant Certificate and the issuance, countersignature and delivery of a new Global Warrant Certificate in exchange therefor, the Warrant Agent may endorse such Global Warrant Certificate to reflect a reduction in the number of Warrants evidenced thereby in the amount of Warrants so evidenced that have been so exercised.

(k) At such time as all Warrants evidenced by a particular Global Warrant Certificate have been exercised or expired in whole and not in part, such Global Warrant Certificate shall, if not in custody of the Warrant Agent, be surrendered to or retained by the Warrant Agent for cancellation in accordance with Section 3.12.

Section 2.6 Registration, Transfer, Exchange and Substitution.

(a) The Warrant Agent will maintain an office (the "**Corporate Agency Office**") in the United States of America, where Warrant Certificates may be surrendered for registration of transfer or exchange and where Warrant Certificates may be surrendered for exercise of Warrants evidenced thereby, which office is 6201 15th Avenue, Brooklyn, NY 11219 on the Closing Date. The Warrant Agent will give prompt written notice to all Warrantholders of any change in the location of such office.

(b) The Warrant Certificates evidencing the Warrants shall be issued in registered form only. The Company shall cause to be kept at the office of the Warrant Agent designated for such purpose a warrant register (the "**Warrant Register**") in which, subject to such reasonable regulations as the Warrant Agent may prescribe and such regulations as may be prescribed by Law, the Company shall provide for the registration of Warrant Certificates and of transfers or exchanges of Warrant Certificates as herein provided.

(c) Upon surrender for registration of transfer of any Warrant Certificate at the Corporate Agency Office, the Company shall execute, and the Warrant Agent shall countersign and deliver, in the name of the designated transferee or transferees, one or more new Warrant Certificates evidencing a like aggregate number of Warrants.

(d) At the option of the Warrantholder, Warrant Certificates may be exchanged at the office of the Warrant Agent upon payment of the charges hereinafter provided for other Warrant Certificates evidencing a like aggregate number of Warrants. Whenever any Warrant Certificates are so surrendered for exchange, the Company shall execute, and the Warrant Agent shall countersign and deliver, the Warrant Certificates of the same tenor and evidencing the same number of Warrants as evidenced by the Warrant Certificates surrendered by the Warrantholder making the exchange.

(e) All Warrant Certificates issued upon any registration of transfer or exchange of, or in lieu of, Warrant Certificates shall be the valid obligations of the Company, evidencing the same obligations, and entitled to the same benefits under this Warrant Agreement, as the Warrant Certificates surrendered for such registration of transfer or exchange or substitution.

(f) Every Warrant Certificate surrendered for registration of transfer or exchange shall (if so required by the Company or the Warrant Agent) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Warrant Agent, duly executed by the Warrantholder thereof or his attorney duly authorized in writing.

(g) No service charge shall be made for any registration of transfer or exchange of Warrant Certificates; provided, however, to the extent provided in the proviso to Section 3.11, the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Warrant Certificates, and may subject any such transfer to the payment of unpaid withholding taxes (if any) attributable to the transferor Warrantholder as and to the extent provided in Section 3.13.

(h) The Warrant Agent shall, upon request of the Company from time to time, deliver to the Company such reports of registered ownership of the Warrants and such records of

transactions with respect to the Warrants and the Common Shares as the Company may request. The Warrant Agent shall also make available to the Company for inspection by the Company's agents or employees, from time to time as the Company may request, such original books of accounts and records maintained by the Warrant Agent in connection with the issuance and exercise of Warrants hereunder, such inspections to occur at the Corporate Agency Office during normal business hours.

(i) The Warrant Agent shall keep copies of this Warrant Agreement and any notices given to Warrantholders hereunder available for inspection by the Warrantholders during normal business hours at the Corporate Agency Office. The Company shall supply the Warrant Agent from time to time with such numbers of copies of this Warrant Agreement as the Warrant Agency may request.

(j) Transfers of the Warrant Certificates evidencing Warrants shall be subject only to the terms of this Warrant Agreement and applicable securities Laws. The Warrant Agent shall register the transfer, from time to time, of any outstanding Warrant Certificates evidencing Warrants upon the Warrant Register, upon delivery of a duly executed assignment, in the form attached hereto as EXHIBIT A

(k) , and accompanied by appropriate instructions for transfer. No such transfer shall be effected until, and the transferee shall succeed to the rights of the holder thereof only upon, final acceptance and registration of the transfer in the Warrant Register by the Warrant Agent. Prior to the registration of any transfer of a Warrant Certificate evidencing a Warrant as provided herein, the Company, the Warrant Agent, and any agent of the Company or the Warrant Agent may treat the Person in whose name such Warrant Certificate is registered as the owner thereof and of the Warrants evidenced thereby for all purposes, notwithstanding any notice to the contrary. Subject to Section 3.11, no service charge, tax or governmental payment shall be required of any transferor or transferee in connection with any such transfer or registration of transfer. A party requesting transfer of a Warrant Certificate evidencing a Warrant must provide reasonable and customary evidence of authority if requested by the Warrant Agent.

Section 2.7 Cancellation of the Warrants. Any Warrants outstanding as of the Expiration Time shall be automatically cancelled without any further action on the part of the Warrant Agent or any other Person.

Section 2.8 CUSIP Numbers. In issuing the Warrants, the Company will use a "CUSIP" number. The Warrant Agent will use CUSIP numbers in notices to Warrantholders. The Company will promptly notify the Warrant Agent in writing of any change in the CUSIP numbers.

Section 2.9 Loss or Mutilation.

(a) If (i) any mutilated Warrant Certificate is surrendered to the Warrant Agent or (ii) both (A) there shall be delivered to the Company and the Warrant Agent (x) a claim by a Warrantholder as to the destruction, loss or wrongful taking of any Warrant Certificate of such Warrantholder and a request thereby for a new replacement Warrant Certificate, and (y) such indemnity bond as may be required by them to save each of them and any agent of either of them harmless and (B) such other reasonable requirements as may be imposed by the Company as

permitted by Section 8-405 of the Uniform Commercial Code have been satisfied, then, in the absence of notice to the Company or the Warrant Agent that such Warrant Certificate has been acquired by a "protected purchaser" within the meaning of Section 8-405 of the Uniform Commercial Code, the Company shall execute and upon its written request the Warrant Agent shall countersign and deliver to the registered Warrantholder of the lost, wrongfully taken, destroyed or mutilated Warrant Certificate, in exchange therefore or in lieu thereof, a new Warrant Certificate of the same tenor and for a like aggregate number of Warrants and of the same class.

(b) Upon the issuance of any new Warrant Certificate under this Section 2.9, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and other reasonable expenses (including the reasonable fees and expenses of the Warrant Agent and of counsel to the Company) in connection therewith.

(c) Every new Warrant Certificate executed and delivered pursuant to this Section 2.9 in lieu of any lost, wrongfully taken or destroyed Warrant Certificate shall constitute an additional contractual obligation of the Company, whether or not the allegedly lost, wrongfully taken or destroyed Warrant Certificate shall be at any time enforceable by anyone, and shall be entitled to the benefits of this Warrant Agreement equally and proportionately with any and all other Warrant Certificates duly executed and delivered hereunder.

(d) The provisions of this Section 2.9 are exclusive and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement of mutilated, lost, wrongfully taken or destroyed Warrant Certificates.

ARTICLE 3

EXERCISE AND SETTLEMENT OF WARRANTS

Section 3.1 Right to Acquire Common Shares Upon Exercise. Each Warrant Certificate shall, when countersigned by the Warrant Agent, entitle the Warrantholder thereof, subject to the provisions thereof and of this Warrant Agreement, to acquire from the Company, for each Warrant evidenced thereby, one Common Share at the Exercise Price, subject to adjustment as provided in this Warrant Agreement. The Exercise Price, and the number of Common Shares obtainable upon exercise of each Warrant, shall be adjusted from time to time as required by Article 4.

Section 3.2 Exercise Procedures for Warrants.

(a) In order to exercise all or any of the Warrants represented by a Warrant Certificate, the Warrantholder thereof must:

(i) (x) in the case of a Global Warrant Certificate, provide to the Warrant Agent at the Corporate Agency Office a duly completed and executed Exercise Notice as to the number of Warrants being exercised and, if applicable, whether Cashless Settlement is being elected with respect thereto, and deliver such Warrants by book-entry transfer through the facilities of the Depositary, to the Warrant Agent in accordance with the

Applicable Procedures and otherwise comply with the Applicable Procedures in respect of the exercise of such Warrants or (y) in the case of a Definitive Warrant Certificate, at the Corporate Agency Office (A) surrender to the Warrant Agent the Warrant Certificate evidencing such Warrants and (B) deliver to the Warrant Agent a duly completed and executed Exercise Notice as to the Warrantholder's election to exercise the number of the Warrants specified therein and, if applicable, whether Cashless Settlement is being elected with respect thereto, duly executed by such Warrantholder; and

(ii) pay to the [Warrant Agent][9] an amount equal to (x) those applicable taxes and charges required to be paid by the Warrantholder, if any, pursuant to Section 3.11 and Section 3.13, prior to, or concurrently with, exercise of such Warrants and (y) except in the case of a Cashless Settlement, the aggregate of the Exercise Price in respect of each Common Share into which such Warrants are exercisable, in case of (x) and (y), by wire transfer in immediately available funds, to the account ([*insert account number*]) of the [Warrant Agent] at [*insert full legal name of bank*] or such other account of the [Warrant Agent] at such banking institution as the Warrant Agent shall have given notice to the Warrantholders in accordance with Section 6.14.

(b) If fewer than all the Warrants represented by a Warrant Certificate are exercised, (i) in the case of exercise of Warrants evidenced by a Global Warrant Certificate, the Warrant Agent shall endorse the "Schedule of Decreases of Warrants" attached to such Global Warrant Certificate to reflect the Warrants being exercised and (ii) in the case of exercise of Warrants evidenced by a Definitive Warrant Certificate, such Definitive Warrant Certificate shall be surrendered and a new Definitive Warrant Certificate of the same tenor and for the number of Warrants which were not exercised shall be executed by the Company. The Warrant Agent shall countersign the new Definitive Warrant Certificate, registered in such name or names, subject to the provisions of Section 2.6 regarding registration of transfer and Section 3.11 regarding payment of governmental charges in respect thereof, as may be directed in writing by the Warrantholder, and shall deliver the new Definitive Warrant Certificate to the Person or Persons in whose name such new Warrant Certificate is so registered. The Company, whenever required by the Warrant Agent, will supply the Warrant Agent with Definitive Warrant Certificates duly executed on behalf of the Company for such purpose.

(c) Upon due exercise of Warrants evidenced by any Warrant Certificate in conformity with the foregoing provisions of Section 3.2(a), the Warrant Agent shall, when actions specified in Section 3.2(a)(i) have been effected and any payment specified in Section 3.2(a)(ii) is received, deliver to the Company the Exercise Notice received pursuant to Section 3.2(a)(i), deliver or deposit all funds received as instructed in writing by the Company and advise the Company by telephone at the end of such day of the amount of funds so deposited to its account.

(d) The date on which all of the requirements for exercise set forth in this Section 3.2 in respect of a Warrant have been satisfied is the "**Exercise Date**" with respect to such Warrant (subject to Section 3.2(h)).

[9] NTD: To confirm whether the Exercise Price is to be paid to the Company or to the Warrant Agent. To update corresponding bracketed terms in the form of Warrant Certificate as well.

(e) Subject to Section 3.2(g) and Section 3.2(h), any exercise of a Warrant pursuant to the terms of this Warrant Agreement shall be irrevocable and enforceable in accordance with its terms.

(f) All funds received by the Warrant Agent under this Warrant Agreement that are to be distributed or applied by the Warrant Agent in the performance of services in accordance with this Warrant Agreement (the "**Funds**") shall be held by the Warrant Agent as agent for the Company and deposited in one or more bank accounts to be maintained by the Warrant Agent in its name as agent for the Company (the "**Funds Account**"). Until paid pursuant to the terms of this Warrant Agreement, the Warrant Agent will hold the Funds through the Funds Account in deposit accounts of commercial banks with Tier 1 capital exceeding $1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody's (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating), each as reported by Bloomberg Finance L.P. The Warrant Agent shall have no responsibility or liability for any diminution of the Funds that may result from any deposit made by the Warrant Agent in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party. The Warrant Agent may from time to time receive interest, dividends or other earnings in connection with such deposits.

(g) Prior to the delivery of any Common Shares upon exercise of a Warrant, the Company shall be obligated to comply with all applicable Laws which require action to be taken by the Company in connection with such delivery.

(h) Notwithstanding any other provision of this Warrant Agreement, if the exercise of any Warrant is to be made in connection with a Liquidity Event, such exercise may, at the election of the Exercising Owner, be conditioned upon consummation of such transaction or event, in which case such exercise shall not be deemed effective until the consummation of such transaction or event.

(i) If a Liquidity Event occurs in which the consideration to be paid to holders of Common Shares consists solely of cash in an amount per Common Share that exceeds the Exercise Price then in effect, the Warrants that are otherwise unexercised immediately prior to the effectiveness of such Liquidity Event shall be deemed to be automatically exercised at such time on a Cashless Settlement basis and the Holders of such Warrants shall be entitled to receive for each such Warrant an amount in cash equal to the cash amount per Common Share to be paid to holders of Common Shares in such Liquidity Event *less* the Exercise Price per Common Share then in effect.

(j) The Warrant Agent shall forward funds deposited in the Funds Account in a given week by the fifth Business Day of the following week by wire transfer to an account designated by the Company.

Section 3.3 Common Shares Issuable. The number of Common Shares "obtainable upon exercise" of Warrants at any time shall be the number of Common Shares into which such Warrants are then exercisable. The number of Common Shares "into which each Warrant is exercisable" shall be one Common Share, subject to adjustment as provided in Article 4.

Section 3.4 Settlement of Warrants.

(a) Warrants may be exercised using Cash Settlement or Cashless Settlement in accordance with this Article 3 at any time prior to the Expiration Time, either in full or from time to time in part.

(b) Cash Settlement shall apply to each Warrant unless the Exercising Owner elects for Cashless Settlement to apply upon exercise of such Warrant. Such election shall be made in the Exercise Notice for such Warrant.

(c) If Cash Settlement applies to the exercise of a Warrant, upon the proper and valid exercise thereof by an Exercising Owner, the Company shall cause to be delivered to the Exercising Owner the Cash Settlement Share Amount, together with cash in lieu of any fractional Common Share as provided in Section 3.6, on the Settlement Date.

(d) If Cashless Settlement applies to the exercise of a Warrant:

(i) The Warrantholder must (A) expressly state in its Exercise Notice its desire to effect a Cashless Settlement and (B) must provide the Exercise Notice to the Warrant Agent at the Corporate Agency Office.

(ii) Upon the proper and valid exercise thereof by an Exercising Owner, the Company shall cause to be delivered to the Exercising Owner the Cashless Settlement Share Amount on the Settlement Date, together with cash in lieu of any fractional Common Share, as provided in Section 3.6.

(iii) Upon written request from any Exercising Owner in connection with a Cashless Settlement for which the Fair Market Value is determined pursuant to clause (iii) of the definition thereof, the Company shall notify such Exercising Owner of the Board's determination of such Fair Market Value and provide a brief explanation of the methodology of such determination (without any obligation to disclose any confidential or proprietary information) reasonably promptly after the later of the receipt of such request by the Company and the Board's determination of such Fair Market Value, but in any event within 30 days of such later date.

Section 3.5 Delivery of Common Shares.

(a) In connection with the exercise of Warrants, the Warrant Agent shall:

(i) examine all Exercise Notices and all other documents delivered to it to ascertain whether, on their face, such Exercise Notices and any such other documents have been executed and completed in accordance with their terms;

(ii) where an Exercise Notice or other document appears on its face to have been improperly completed or executed or some other irregularity in connection with the exercise of the Warrant exists, endeavor to inform the appropriate parties (including the Person submitting such instrument) of the need for fulfillment of all requirements, specifying those requirements which appear to be unfulfilled;

(iii) inform the Company of and cooperate with and assist the Company in resolving any reconciliation problems between the Exercise Notices received and delivery of Warrants to the Warrant Agent's account;

(iv) advise the Company with respect to an exercise, as promptly as practicable following the satisfaction of each of the applicable procedures for exercise set forth in Section 3.2(a) of (v) the receipt of such Exercise Notice and the number of Warrants exercised in accordance with the terms and conditions of this Warrant Agreement, (w) the number of Common Shares to be delivered by the Company, (x) the instructions with respect to issuance of the Common Shares, (y) the number of Persons who will become holders of record of the Company (who were not previously holders of record) as a result of receiving Common Shares upon exercise of the Warrants and (z) such other information as the Company shall reasonably require;

(v) promptly deposit in the Funds Account all Funds received in payment of the applicable Exercise Price in connection with any Cash Settlement of Warrants;

(vi) provide to the Company, upon the Company's request, the number of Warrants previously exercised, the number of Common Shares issued in connection with such exercises and the number of remaining outstanding Warrants; and

(vii) provide to the Company, upon the Company's request, any Exercise Notices delivered pursuant to Section 3.2(a) and any documents delivered pursuant to Section 3.5(a)(i).

(b) With respect to each properly exercised Warrant evidenced by any Warrant Certificate in accordance with this Warrant Agreement, (x) in the case of exercise of Warrants evidenced by a Global Warrant Certificate, the Company shall deliver or cause to be delivered to the Recipient in accordance with the Applicable Procedures Common Shares in book-entry form to be so held through the facilities of DTC in an amount equal to, or, if the Common Shares may not then be held in book-entry form through the facilities of DTC, duly executed certificates representing, or (y) in the case of exercise of Warrants evidenced by Definitive Warrant Certificates, deliver or cause to be delivered to the Recipient Common Shares in book-entry form on the Common Share registrar maintained by the Warrant Agent for such purpose, or, at the election of the Warrantholder, duly executed certificates representing, in case of (x) or (y), the aggregate number of Common Shares issuable upon such exercise (based upon the aggregate number of Warrants so exercised) (A) unless clause (B) is applicable, for the benefit and in the name of the Exercising Owner or (B) for the benefit and in the name of such Person (other than the Exercising Owner) designated by the Exercising Owner submitting the applicable Exercise Notice (the "**Recipient**"). The Person on whose behalf and in whose name any Common Shares are registered shall for all purposes be deemed to have become the holder of record of such Common Shares as of the Close of Business on the applicable Exercise Date. The Company covenants that all Common Shares which may be issued upon exercise of Warrants will be, upon payment of the Exercise Price (if applicable) and issuance thereof, fully paid and nonassessable, free of preemptive rights and (except as specified in the proviso to Section 3.11) free from all documentary, stamp or similar issue or transfer taxes in respect of the issuance thereof, and all liens, charges and security interests with respect to the issuance thereof.

(c) Promptly after the Warrant Agent has taken the action required by this Section 3.5 (or at such later time as may be mutually agreeable to the Company and the Warrant Agent), the Warrant Agent shall account to the Company with respect to the consummation of any exercise of any Warrants.

Section 3.6 No Fractional Common Shares to Be Issued.

(a) Notwithstanding anything to the contrary in this Warrant Agreement, the Company shall not be required to issue any fraction of a Common Share upon exercise of any Warrants.

(b) If any fraction of a Common Share would, except for the provisions of this Section 3.6, be issuable on the exercise of any Warrants, the Company shall make a cash payment in lieu of issuing such fractional Common Share equal to the Fair Market Value of one Common Share, as determined on the date the Warrant is presented for exercise, multiplied by such fraction, rounded to the nearest whole cent. All Warrants exercised by a Warrantholder on the same Exercise Date shall be aggregated for purposes of determining the number of Common Shares to be delivered pursuant to Section 3.5(b).

(c) Each Warrantholder, by its acceptance of an interest in a Warrant, expressly waives its right to any fraction of a Common Share upon its exercise of such Warrant.

Section 3.7 Acquisition of Warrants by Company. The Company shall have the right, except as limited by Law, to purchase or otherwise to acquire one or more Warrants at such times, in such manner and for such consideration as agreed by the Company and the applicable Warrantholder.

Section 3.8 Validity of Exercise. All questions as to the validity, form and sufficiency (including time of receipt) of a Warrant exercise shall be determined by the Company in good faith in accordance with the terms of this Warrant Agreement and the Warrants, which determination, absent manifest error, shall be final and binding with respect to the Warrant Agent. The Warrant Agent shall incur no liability for or in respect of and, except to the extent such liability arises from the Warrant Agent's gross negligence, willful misconduct, bad faith or material breach of this Warrant Agreement (as determined by a court of competent jurisdiction in a final non-appealable judgment) and shall be indemnified and held harmless by the Company for acting or refraining from acting upon, or as a result of, such determination by the Company. The Company reserves the absolute right to waive any of the conditions to the exercise of Warrants or defects in Exercise Notices with regard to any particular exercise of Warrants.

Section 3.9 Certain Calculations.

(a) The Warrant Agent shall be responsible for performing all calculations, except for the case of Cashless Settlements, required in connection with the exercise and settlement of the Warrants as described in this Article 3. In connection therewith, the Warrant Agent shall provide prompt written notice to the Company, in accordance with Section 3.5(a)(iv), of the number of Common Shares deliverable upon exercise and settlement of Warrants. The Company shall be responsible for all calculations and determinations required in connection with any Cashless Settlements and shall provide written notification to the Warrant Agent of the Cashless

Settlement Share Amount to be issued on the Settlement Date for any Cashless Settlement. The Warrant Agent shall not be responsible for performing the calculations set forth in Article 4.

(b) The Warrant Agent shall not be accountable with respect to the validity or value of any Common Shares that may at any time be issued or delivered upon the exercise of any Warrant, and it makes no representation with respect thereto. The Warrant Agent shall not be responsible, to the extent not arising from the Warrant Agent's gross negligence, willful misconduct or bad faith (as determined by a court of competent jurisdiction in a final non-appealable judgment), for any failure of the Company to issue, transfer or deliver any Common Shares, or to comply materially with any of the covenants of the Company contained in this Article 3 of this Warrant Agreement.

Section 3.10 Reservation and Listing of Common Shares. The Company will at all times reserve and keep available, out of its authorized but unissued Common Shares, solely for the purpose of providing for the exercise of the Warrants, the aggregate number of Common Shares then issuable upon exercise of the Warrants at any time. The Company will procure, at its sole expense, the listing of the Common Shares issued upon exercise of the Warrants on all National Securities Exchanges on which the Common Shares are then listed. The Company shall take all action reasonably necessary to ensure that the Common Shares will be issued without violation of any applicable Law or regulation or of any requirement of any securities exchange on which the Common Shares are listed or traded.

Section 3.11 Charges, Taxes and Expenses. Issuance of the Warrant Certificates evidencing Warrants and issuance of Common Shares upon the exercise of the Warrants shall be made without charge for any documentary, stamp or similar issue or transfer tax or other incidental expense in respect of the issuance thereof, all of which taxes and expenses shall be paid by the Company (excluding, for the avoidance of doubt, any income or withholding taxes); provided, however, that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of Warrant Certificates evidencing such Warrants or Common Shares in book-entry form or any certificates for Common Shares or payment of cash or other property in a name or to any Person other than the Warrantholder of the Warrant Certificate surrendered upon exercise or transfer, and the Company shall not be required to issue or deliver Warrant Certificates or Common Shares in book-entry form or any certificates for Common Shares or payment of cash or other property, as applicable, unless and until the Persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have reasonably demonstrated that such tax has been paid.

Section 3.12 Cancellation of Warrant Certificates. Any Definitive Warrant Certificate surrendered for exercise shall, if surrendered to the Company, be delivered to the Warrant Agent. All Warrant Certificates surrendered or delivered to or received by the Warrant Agent for cancellation pursuant to this Section 3.12 or Section 2.5(f) or Section 2.5(k) shall be promptly cancelled by the Warrant Agent and shall not be reissued by the Company. The Warrant Agent shall destroy any such cancelled Warrant Certificates and deliver its certificate of destruction to the Company, unless the Company shall otherwise direct.

Section 3.13 Withholding and Reporting Requirements. The Company shall comply with all applicable tax withholding and reporting requirements imposed by any governmental

authority with respect to the Warrants and this Warrant Agreement, and all distributions, dividends or other payments requiring withholding under applicable law, including, as applicable, deemed distributions or dividends pursuant to the Warrants and any payment of cash in lieu of Common Shares payable in connection with the exercise of a Warrant, will be subject to applicable withholding and reporting requirements. Notwithstanding any provision hereof to the contrary, each of the Company and the Warrant Agent will be authorized to, at their discretion, (a) take any actions that may be reasonably necessary or appropriate to comply with such withholding and reporting requirements, (b) apply any cash amount otherwise deliverable to a Warrantholder (whether pursuant to this Warrant Agreement or otherwise) to pay (or, in the case of the Company, reimburse the Company for) withholding taxes attributable to such Warrantholder, (c) liquidate a portion of any non-cash amount (including Common Shares) otherwise deliverable to a Warrantholder (whether pursuant to this Warrant Agreement or otherwise) to generate sufficient funds to pay (or, in the case of the Company, reimburse the Company for) withholding taxes attributable to such Warrantholder, (d) require reimbursement from any Warrantholder to the extent any withholding is required in respect of such Warrantholder in the absence of any cash or property described in clauses (b) or (c), or (e) establish any other mechanisms it believes are reasonably necessary and appropriate, including requiring Warrantholders to (x) submit appropriate tax and withholding certifications (such as Internal Revenue Service Forms W-9 and the appropriate Internal Revenue Service Forms W-8, as applicable) or any other documentation reasonably requested to comply with any withholding under applicable law or (y) requiring Warrantholders to promptly pay to the Company in cash any withholding tax amount which is or was required to be paid under applicable law with respect to such Warrantholder as a condition of receiving the benefit of any adjustment as provided in this Warrant Agreement.

ARTICLE 4

ADJUSTMENTS

Section 4.1 **Adjustments and Other Rights**. The Exercise Price and the number of Common Shares for which each Warrant is exercisable pursuant to Article 3 of this Warrant Agreement shall be subject to adjustment from time to time in accordance with this Article 4; provided that (i) no single event shall be subject to adjustment under more than one subsection of this Article 4 so as to result in duplication and (ii) if any single event would otherwise require adjustment of the Exercise Price pursuant to more than one such subsection, the adjustment that provides the highest value relative to the rights and interests of each Warrantholder shall be made.

Section 4.2 **Common Share Dividends, Distributions, Splits, Subdivisions, Reclassifications or Combinations**. If the Company shall (i) declare a dividend or make a distribution on its Common Shares in Common Shares, (ii) split, subdivide, recapitalize, restructure or reclassify the outstanding Common Shares into a greater number of Common Shares or (iii) combine, recapitalize, restructure or reclassify the outstanding Common Shares into a smaller number of Common Shares, in each case other than upon a transaction to which Section 4.5 or Section 4.6 applies, the number of Common Shares issuable upon exercise of a Warrant at the time of the Record Date for such dividend or distribution or the effective date of such split, subdivision, combination, recapitalization, restructuring or reclassification shall be proportionately adjusted so that the Warrantholder, after such date, shall be entitled to purchase the number of Common Shares which such Warrantholder would have owned or been entitled to

receive on such date had such Warrant been exercised immediately prior to such date. In such event, the Exercise Price in effect at the time of the Record Date for such dividend or distribution or the effective date of such split, subdivision, combination, recapitalization, restructuring or reclassification shall be adjusted to the number obtained by dividing (x) the product of (i) the number of Common Shares issuable upon the exercise of a Warrant before such adjustment and (ii) the Exercise Price in effect immediately prior to the Record Date or effective date, as the case may be, for such dividend, distribution, split, subdivision, combination, recapitalization, restructuring or reclassification giving rise to this adjustment by (y) the new number of Common Shares issuable upon exercise of a Warrant determined pursuant to the immediately preceding sentence.

Section 4.3 Other Distributions. In case the Company shall fix a Record Date for the making of a distribution to all holders of its Common Shares of (a) limited liability company interests of any class other than Common Shares, (b) evidence of indebtedness of the Company or any Subsidiary, (c) other securities, assets or cash (excluding dividends or distributions referred to in Section 4.2) or (d) rights or warrants (other than in connection with the adoption of a stockholder rights plan (or equivalent for entity types other than corporations)), in each such case, the Exercise Price in effect prior thereto shall be reduced immediately thereafter to the price obtained by multiplying the Exercise Price in effect immediately prior thereto by the fraction resulting from dividing (x) an amount equal to the difference resulting from (i) the number of Common Shares outstanding on such Record Date multiplied by the Fair Market Value of the Common Shares on the Business Day immediately prior to such Record Date less (ii) the Fair Market Value of said limited liability company interests, evidences of indebtedness, assets, cash, rights or warrants to be so distributed in the aggregate to all Common Shares outstanding on such Record Date by (y) the number of Common Shares outstanding on such Record Date multiplied by the Fair Market Value of the Common Shares on the trading date immediately prior to such Record Date. Such adjustment shall be made successively whenever such a Record Date is fixed. In such event, the number of Common Shares issuable upon the exercise of a Warrant shall be increased to the number obtained by dividing (x) the product of (i) the number of Common Shares issuable upon the exercise of a Warrant before such adjustment and (ii) the Exercise Price in effect immediately prior to the Record Date for the distribution giving rise to this adjustment by (y) the new Exercise Price determined in accordance with the second preceding sentence. In the event that such distribution is not so made, the Exercise Price and the number of Common Shares issuable upon exercise of a Warrant then in effect shall be readjusted, effective as of the date when the Board determines not to distribute such limited liability company interests, evidences of indebtedness, assets, cash, rights or warrants, as the case may be, to the Exercise Price that would then be in effect and the number of Common Shares that would then be issuable upon exercise of a Warrant if such Record Date had not been fixed.

Section 4.4 Dissolution, Total Liquidation or Winding Up. If at any time there is a voluntary or involuntary dissolution, total liquidation or winding-up of the Company, then the Company shall provide each Warrantholder with written notice of the date on which such dissolution, liquidation or winding-up shall take place (and, in any event, not less than 30 days before any date set for definitive action). Such notice shall also specify the date as of which the record holders of Common Shares shall be entitled to exchange their Common Shares for securities, money or other property deliverable upon such dissolution, liquidation or winding-up, as the case may be. On such date, each Warrantholder shall be entitled to receive, upon surrender

of its Warrant for each Common Share then receivable upon exercise of such Warrant, the cash, securities or other property, less the Exercise Price for such Warrant then in effect, that such Warrantholder would have been entitled to receive in respect of such Common Share had such Warrant been exercised immediately prior to such dissolution, liquidation or winding-up. Upon receipt of such cash, securities or other property, any and all rights of such Warrantholder to exercise such Warrant shall terminate in their entirety. If the cash, securities or other property distributable in respect of such Common Share in the dissolution, liquidation or winding-up has a Fair Market Value which is less than the Exercise Price for such Warrant then in effect, no such cash, securities or other property shall be delivered to such Warrantholder in respect of such Warrants and such Warrant shall terminate and be of no further force or effect upon the dissolution, liquidation or winding-up.

Section 4.5 Successor upon Consolidation, Merger and Sale of Assets.

(a) Other than with respect to a Liquidity Event, the Company may only consolidate or merge with any other Person (a "**Fundamental Equity Change**"), so long as the Company is the surviving Person, or, in the event that the Company is not the surviving Person:

(i) the successor to the Company assumes all of the Company's obligations under this Warrant Agreement and the Warrants; and

(ii) the successor to the Company provides written notice of such assumption to the Warrant Agent.

(b) In the case of any Fundamental Equity Change other than a Liquidity Event, the successor entity shall succeed to and be substituted for the Company with the same effect as if it had been named herein as the Company; provided, however, such successor entity shall provide the Warrant Agent with any such identifying company information as reasonably required by the Warrant Agent. Such successor entity thereupon may cause to be signed, and may issue any or all of the Warrants issuable pursuant to this Warrant Agreement which theretofore shall not have been signed by the Company; and, upon the order of such successor entity, instead of the Company, and subject to all the terms, conditions and limitations in this Warrant Agreement prescribed, the Warrant Agent shall authenticate and deliver, as applicable, any Warrants that previously shall have been signed and delivered by the officers of the Company to the Warrant Agent for authentication, and any Warrants which such successor entity thereafter shall cause to be signed and delivered to the Warrant Agent for such purpose.

(c) If a Liquidity Event is consummated prior to the Expiration Time, then any Warrants that are unexercised prior to the consummation of such Liquidity Event shall be deemed to have expired worthless and will be cancelled for no further consideration.

Section 4.6 Adjustment upon Reorganization Event.

(a) If there occurs any Fundamental Equity Change or any recapitalization, reorganization, consolidation, reclassification, change in the outstanding Common Shares (other than changes resulting from a subdivision or combination to which Section 4.2 applies), statutory share exchange, statutory unit exchange or other transaction (in each case, other than a Liquidity Event), in each case as a result of which the Common Shares would be converted into, changed

into or exchanged for stock, other securities, other property or assets (including cash or any combination thereof) (each such event a "**Reorganization Event**"), then following the effective time of the Reorganization Event, the right to receive Common Shares upon exercise of a Warrant shall be changed to a right to receive, upon exercise of such Warrant, the kind and amount of shares of stock, units, other securities or other property or assets (including cash or any combination thereof) that a holder of the number of Common Shares for which one Warrant is exercisable immediately prior to such Reorganization Event would have owned or been entitled to receive in connection with such Reorganization Event (the "**Reference Property**", with a "**Unit of Reference Property**" meaning the kind and amount of Reference Property that a holder of one Common Share is entitled to receive). In the event holders of Common Shares have the opportunity to elect the form of consideration to be received in a Reorganization Event, the type and amount of consideration into which the Warrants shall be exercisable from and after the effective time of such Reorganization Event shall be deemed to be the weighted average of the types and amounts of consideration received by the holders of Common Shares that have the right to make such election in such Reorganization Event. The Company hereby agrees not to become a party to any Reorganization Event unless its terms are consistent with this Section 4.6.

(b) At any time from, and including, the effective time of a Reorganization Event, the number of Common Shares that the Company would have been required to deliver upon exercise of the Warrants shall instead be deliverable in a corresponding number of Units of Reference Property and, in the case of Cashless Settlement, shall be determined based on the Fair Market Value of a Unit of Reference Property.

(c) On or prior to the effective time of any Reorganization Event, the Company or the successor or purchasing Person, as the case may be, shall execute an amendment to this Warrant Agreement providing that the Warrants shall be exercisable for Units of Reference Property in accordance with the terms of this Section 4.6. If the Reference Property in connection with any Reorganization Event includes shares of stock, units or other securities and assets of a Person other than the successor or purchasing Person, as the case may be, in such Reorganization Event, then the Company shall cause such amendment to this Warrant Agreement to be executed by such other Person and such amendment shall contain such additional provisions to protect the interests of the Warrantholder (for the benefit of the Beneficial Owners under this Warrant Agreement) as the Board shall reasonably consider necessary by reason of the foregoing. Any such amendment to this Warrant Agreement shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 4. In the event the Company shall execute an amendment to this Warrant Agreement pursuant to this Section 4.6, the Company shall promptly file with the Warrant Agent a certificate executed by a duly authorized officer of the Company briefly stating the reasons therefor, the kind or amount of cash, securities or property or assets that will comprise a Unit of Reference Property after the relevant Reorganization Event, any adjustment to be made with respect thereto and that all conditions precedent have been complied with. The Company shall cause notice of the execution of the amendment to be mailed to the Warrantholder, at its address appearing on the Warrant Register, within five Business Days after execution thereof.

(d) The above provisions of this Section 4.6 shall similarly apply to successive Reorganization Events.

(e) If this Section 4.6 applies to any event or occurrence, no other provision of this Article 4 shall apply to such event or occurrence (other than Section 4.5).

Section 4.7 Rounding of Calculations; Minimum Adjustments. All calculations under this Article 4 shall be made to the nearest one-tenth (1/10th) of a cent or to the nearest one-hundredth (1/100th) of a share or unit (as applicable), as the case may be. Any provision of this Article 4 to the contrary notwithstanding, no adjustment in the Exercise Price or the number of Common Shares issuable upon the exercise of a Warrant shall be made if the amount of such adjustment would be less than $0.01 or one-tenth (1/10th) of a Common Share, respectively, but any such amount shall be carried forward and an adjustment with respect thereto shall be made at the time of and together with any subsequent adjustment which, together with such amount and any other amount or amounts so carried forward, shall aggregate $0.01 or 1/10th of a Common Share, respectively, or more, subject in all cases to Section 3.6.

Section 4.8 Timing of Issuance of Additional Common Shares Upon Certain Adjustments. In any case in which the provisions of this Article 4 shall require that an adjustment shall become effective immediately after a Record Date for an event, the Company may defer until the occurrence of such event (i) issuing to each Warrantholder of a Warrant exercised after such Record Date or date of such agreement and before the occurrence of such event, issuance or sale the additional Common Shares issuable upon such exercise by reason of the adjustment required by such Record Date or agreement over and above the Common Shares issuable upon such exercise before giving effect to such adjustment and (ii) paying to such Warrantholder any amount of cash in lieu of a fractional Common Share.

Section 4.9 Statement Regarding Adjustments. Whenever the Exercise Price or the number of Common Shares issuable upon exercise of a Warrant shall be adjusted as provided in this Article 4, the Company shall promptly, and in any event within three Business Days, file, at the principal office of the Company, a statement showing in reasonable detail the facts requiring such adjustment and the Exercise Price that shall be in effect and the number of Common Shares issuable upon exercise of a Warrant after such adjustment. The Company shall also cause a copy of such statement to be delivered to each Warrantholder at the address appearing in the Company's records, and shall be available upon request to any Beneficial Owner.

Section 4.10 Notice of Adjustment Event. In the event that (i) the Company shall propose to take any action of the type described in this Article 4 or (ii) the Company fixes any Record Date for any event, the Company shall give notice to each Warrantholder, in the manner set forth in Section 4.9, which notice shall specify the Record Date, if any, with respect to any such action and the approximate date on which such action is to take place. Such notice shall also set forth the facts with respect thereto (including the material terms with respect to any contemplated transaction) and indicate the effect on the Exercise Price and the number, kind or class of shares, units or other securities or property which shall be deliverable upon exercise or exchange of a Warrant, if any. Such notice shall be given at least 10 Business Days prior to the taking of such proposed action; provided that notice of any Liquidity Event shall be given at least 21 days prior to the taking of such proposed action. Failure to give such notice, or any defect therein, shall not affect the legality or validity of any such action. Nothing herein shall prohibit the Warrantholders from exercising their Warrants during the 10 Business Day period commencing on the date of such notice (21 days in the case of a Liquidity Event).

Section 4.11 Adjustment Rules. Any adjustments pursuant to this Article 4 shall be made successively whenever an event referred to herein shall occur. If an adjustment in the Exercise Price made hereunder would reduce the Exercise Price to an amount below the par value (if any) of the Common Shares, then such adjustment in the Exercise Price made hereunder shall reduce the Exercise Price to the par value (if any) of the Common Shares and then, so long as the Company shall have taken any company action which would, in the opinion of its counsel, be necessary in order that the Company may validly issue Common Shares at the Exercise Price as so adjusted in accordance with its obligations under Section 3.9, to such lower par value (if any) as may then be established.

Section 4.12 Optional Tax Adjustment. The Company may at its option, at any time prior to the Expiration Time, increase the number of Common Shares into which each Warrant is exercisable, or decrease the Exercise Price for such Warrant, in addition to those changes otherwise required by this Article 4, as deemed advisable by the Board, in order that any event treated for Federal income tax purposes as a dividend of stock or stock rights shall not be taxable to the recipients or that such tax shall be diminished.

Section 4.13 Stockholder Rights Plans or Equivalent. If the Company has a stockholder rights plan (or equivalent for entity types other than corporations) in effect with respect to the Common Shares, upon exercise of a Warrant the applicable Exercising Owner shall be entitled to receive, in addition to the Common Shares, the rights under such stockholder rights plan (or equivalent for entity types other than corporations), subject to readjustment in the event of the expiration, termination or redemption of such rights.

ARTICLE 5

OTHER PROVISIONS RELATING TO RIGHTS OF WARRANTHOLDERS

Section 5.1 No Rights as Unitholders. Nothing contained in this Warrant Agreement shall be construed as conferring upon any Person, by virtue in and of itself of holding a Warrant Certificate evidencing any Warrant or having a beneficial interest in a Warrant, the right to vote, receive any dividend or other distribution, receive notice of, or attend, any meeting of unitholders or otherwise exercise any rights whatsoever, in each case, as a unitholder of the Company to the extent such vote, dividend, giving of notice, meeting or other exercise of rights (or, if applicable, the relevant Record Date therefor) precedes the Close of Business on the Exercise Date with respect to the exercise of such Warrant. No Warrantholder shall have any right not expressly conferred hereunder or under, or by applicable Law with respect to, the Warrant Certificate held by such holder.

Section 5.2 Modification/Amendment.

(a) This Warrant Agreement or the Warrants may be modified or amended by the Company and the Warrant Agent, without the consent of any Warrantholder, for the purposes of (i) curing any ambiguity or correcting or supplementing any defective provision contained in this Warrant Agreement or (ii) providing for the assumption of the Company's obligations pursuant to Section 4.5; provided that, in each case, any such modification or amendment does not adversely affect the interests of the Warrantholders in any material respect.

(b) This Warrant Agreement or the Warrants may be modified or amended, or noncompliance with any provision of the Warrant Agreement or the Warrants may be waived, only upon the written consent of the Required Warrantholders and the Company; provided, however, that any modification, amendment or waiver that adversely affects the interests of a Warrantholder disproportionately relative to any other Warrantholder (including any Beneficial Owner) in any material respect shall require the written consent of such Warrantholder so affected; provided, further, no such modification, amendment or waiver may, without the written consent or the affirmative vote of each Warrantholder affected (A) change the Expiration Time to an earlier time or date; or (B) increase the Exercise Price or decrease the number of Common Shares for which a Warrant is exercisable (except as set forth in Article 4) or (C) modify or amend Sections 5.4 or 5.5 hereof. Any consent delivered by electronic means shall be deemed to constitute written consent.

(c) Upon execution and delivery of any amendment pursuant to this Section 5.2, such amendment shall be considered a part of this Warrant Agreement for all purposes and every Warrantholder holding a Warrant Certificate theretofore or thereafter countersigned and delivered hereunder shall be bound thereby.

(d) In determining whether the Required Warrantholders have concurred in any direction, notice, waiver or consent, Warrants beneficially owned by the Company, any Subsidiary of the Company or any Affiliate of the Company or any Subsidiary of the Company, shall be considered as though not outstanding; provided that, for the purposes of determining whether the Warrant Agent will be protected in conclusively relying on any such direction, notice, waiver or consent, only Warrants that a responsible officer of the Warrant Agent knows are so owned will be so disregarded.

Section 5.3 Rights of Action. All rights of action against the Company in respect of this Warrant Agreement are vested in the Warrantholders, and any Warrantholder, without the consent of the Warrant Agent or any other Warrantholder, may, on such Warrantholder's own behalf and for such Warrantholder's own benefit, enforce and may institute and maintain any suit, action or proceeding against the Company suitable to enforce, or otherwise in respect of, such Warrantholder's right to exercise such Warrantholder's Warrants in the manner provided in this Warrant Agreement.

Section 5.4 Issuance Obligation Remedies. Subject to Section 5.6(c), nothing in this Warrant Agreement shall limit the right of any Warrantholder to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance or injunctive relief with respect to the Company's violation of its obligations under this Warrant Agreement, including, without limitation, any failure by the Company to timely issue Common Shares upon exercise of such Warrant as required pursuant to the terms hereof.

Section 5.5 No Impairment.

(a) The Company will not, by amendment to its certificate of formation or LLC Agreement or through reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of the Warrants or this Warrant Agreement, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may

be necessary or appropriate in order to protect the rights of the Warrantholders and the Beneficial Owners under this Warrant Agreement against impairment.

(b) Without limiting the generality of the foregoing, the Company will (i) not increase the par value (if any) of any Common Shares obtainable upon the exercise of the Warrants and (ii) take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Common Shares upon the exercise of the Warrants.

(c) Before taking any action that would cause an adjustment reducing the Exercise Price below the then par value (if any) of the Common Shares, the Company will take any company action that may be necessary in order that the Company may validly and legally issue fully paid and non-assessable Common Shares at such adjusted Exercise Price.

Section 5.6 Information Rights.

(a) Warrantholders and Beneficial Owners (other than Competitors) shall, within a reasonable time after the Company's receipt of a written request given to it (with such information as the Company may require) in accordance with Section 6.14, be granted access to, or be provided, the following; provided that (A) prior to the receipt by any Warrantholder or Beneficial Owner of any of the documents set forth in clauses (i) through (iii) below, or access to the call described in clause (iv) below, such Warrantholder or Beneficial Owner shall have delivered to the Company (x) a customary non-disclosure agreement (which may be on a "click-through" basis) in a form acceptable to the Board and (y) an acknowledgement in writing (which may, at the Company's election, be on a "click-through" basis) that such Warrantholder or Beneficial Owner has received a copy of the LLC Agreement and acknowledges that it shall be bound by the terms and conditions of the LLC Agreement as an LLC Direct Owner or an LLC Beneficial Owner, as applicable, upon issuance of Common Shares upon the exercise of any Warrant directly or indirectly by such Warrantholder or Beneficial Owner, and (B) the documents set forth in clauses (i) through (iii) below may be provided by granting such Warrantholder or Beneficial Owner access to a confidential website or other portal, such as Intralinks or Epiq, and posting such information on such website or other portal. If a Warrantholder or Beneficial Owner does not provide the non-disclosure agreement described in clause (A)(x) of the proviso in the immediately preceding sentence, or the acknowledgment described in clause (A)(y) of the immediately preceding sentence, then the Company's obligation to grant access to such Warrantholder or Beneficial Owner to the documents set forth in clauses (i) through (iii) below, or access to the call described in clause (iv) below, shall be deemed satisfied.

(i) [within 90 days after the end of each fiscal year of the Company, commencing with the fiscal year ending December 31, [2023], (A) a copy of the audited consolidated balance sheet of the Company and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, in each case, in accordance with GAAP, and (B) a management's discussion and analysis of the important operational and financial developments during such fiscal year;

(ii) within 45 days [(or 75 days, in the case of the fiscal quarter of the Company ending June 30, 2023)] after the end of each of the first three quarterly periods of each fiscal year of the Company, commencing with the fiscal quarter ending [●], [2023], (A) the unaudited consolidated balance sheet of the Company and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, in each case in accordance with GAAP (subject to normal year-end audit adjustments and the lack of complete footnotes) and (B) a management's discussion and analysis of the important operational and financial developments during such fiscal quarter];

(iii) a copy of the LLC Agreement; and

(iv) a quarterly "earnings call" which shall take place as promptly as reasonably practicable after the distribution of the financial statements for the applicable quarter.][10]

(b) A Warrantholder or Beneficial Owner may provide the information provided pursuant to clauses (i) through (iii) of Section 5.6(a) to any bona fide prospective transferee (other than Competitors) of the Warrants as follows: such Warrantholder or Beneficial Owner shall give notice to the Company of the proposed transferee (and the proposed transferee's e-mail address(es)) and the Company will then send to the proposed transferee by e-mail or other electronic communication a link to a website or other portal from which the applicable information and a copy of the LLC Agreement may be accessed subject to such proposed transferee having delivered to the Company (x) a customary non-disclosure agreement in favor of the Company in a form acceptable to the Board (which may, at the Company's election, be on a "click-through" basis) and (y) an acknowledgement in writing (which may, at the Company's election, be on a "click-through" basis) from such proposed transferee that such proposed transferee has received a copy of the LLC Agreement and acknowledges that such proposed transferee shall be bound by the terms and conditions of the LLC Agreement as an LLC Direct Owner or an LLC Beneficial Owner, as applicable, upon issuance of Common Shares upon the exercise of any Warrant directly or indirectly by such proposed transferee (if such proposed transferee becomes a Warrantholder or Beneficial Owner). If a proposed transferee does not provide the non-disclosure agreement described in clause (x) of the immediately preceding sentence, or the acknowledgment described in clause (y) of the immediately preceding sentence, then the Company's obligation to grant access to such proposed transferee to the applicable information and a copy of the LLC Agreement shall be deemed satisfied. For the avoidance of doubt, the Company shall be under no obligation to provide, or otherwise make available, any information to any proposed transferee if such proposed transferee is deemed to be a Competitor as determined by the Company in its sole and absolute discretion.

[10] NTD: To be conformed with section 11.1(c) of the LLC Agreement, when finalized.

(c) Notwithstanding anything to the contrary in this Warrant Agreement, including without limitation Section 5.4 and Section 6.17, the sole and exclusive remedy for breach of any obligation of the Company under Section 5.6(a) shall be specific performance, and each Warrantholder and each Beneficial Owner hereby waives all other rights and remedies that may be available to it in respect of any such breach to the fullest extent permitted by applicable Law.

(d) Each Beneficial Owner (other than a Competitor) is hereby expressly made a third-party beneficiary solely for purposes of the rights granted to them pursuant to Section 5.6.

Section 5.7 LLC Agreement Provisions Binding Upon Exercise. Each Person that becomes an LLC Member or an LLC Beneficial Owner of the Common Shares issued upon exercise of the Warrants shall automatically become admitted as an LLC Member or an LLC Beneficial Owner, as applicable, upon such Person's receipt of the Common Shares (whether direct or indirect) issued upon exercise of the Warrants without the need to execute the LLC Agreement or a joinder thereto, and shall have all of the rights, and be subject to all of the obligations, set forth in the LLC Agreement with respect to LLC Members and LLC Beneficial Owners, as applicable, and as provided under the Delaware LLC Act. Each Person that becomes an LLC Direct Owner or an LLC Beneficial Owner upon exercise of the Warrants shall be deemed to represent and warrant to the Company that such Person: (A) has received (or otherwise had made available to it), read and understood the LLC Agreement, (B) acknowledges and understands that such Person shall have all the rights, and be subject to all the obligations, set forth in the LLC Agreement with respect to LLC Direct Owners and LLC Beneficial Owners and as provided under the Delaware LLC Act, as if such Person had directly executed the LLC Agreement as a party and (C) ratifies and confirms each and every Article, Section and provision of the LLC Agreement. Furthermore, each such Person that becomes an LLC Direct Owner or an LLC Beneficial Owner upon exercise of the Warrants shall be deemed to represent and warrant to the Company that the LLC Agreement constitutes the legal, valid and binding obligation of such Person and it is enforceable against it in accordance with its terms, subject to applicable insolvency, bankruptcy or other laws affecting creditors' rights generally or by general principles of equity.

ARTICLE 6

CONCERNING THE WARRANT AGENT AND OTHER MATTERS

Section 6.1 Change of Warrant Agent.

(a) The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder (except for liability arising as a result of the Warrant Agent's own gross negligence, willful misconduct bad faith or material breach of this Warrant Agreement) after giving 60 days' notice in writing to the Company, except that such shorter notice may be given as the Company shall, in writing, accept as sufficient. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor warrant agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of 30 days after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated warrant agent

or by the Required Warrantholders, then the Required Warrantholders may appoint a successor warrant agent.

(b) The Warrant Agent may be removed by the Company at any time upon 30 days' written notice to the Warrant Agent; provided, however, that the Company shall not remove the Warrant Agent until a successor warrant agent meeting the qualifications hereof shall have been appointed; provided, further, that, until such successor warrant agent has been appointed, the Company shall compensate the Warrant Agent in accordance with Section 6.2.

(c) Any successor warrant agent shall be a corporation or banking association organized, in good standing and doing business under the Laws of the United States of America or any state thereof or the District of Columbia, and authorized under such Laws to exercise corporate trust powers and subject to supervision or examination by federal or state authority and having a combined capital and surplus of not less than $50,000,000. The combined capital and surplus of any such successor warrant agent shall be deemed to be the combined capital and surplus as set forth in the most recent report of its condition published prior to its appointment; provided that such reports are published at least annually pursuant to Law or to the requirements of a federal or state supervising or examining authority.

(d) After acceptance in writing of such appointment by the successor warrant agent, such successor warrant agent shall be vested with all the authority, powers, rights, immunities, duties and obligations of its predecessor warrant agent with like effect as if originally named as warrant agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor warrant agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor warrant agent all the authority, powers and rights of such predecessor warrant agent hereunder; and upon request of any successor warrant agent, the Company shall make, execute, acknowledge and deliver any and all instruments in writing to more fully and effectually vest in and conform to such successor warrant agent all such authority, powers, rights, immunities, duties and obligations. Upon assumption by a successor warrant agent of the duties and responsibilities hereunder, the predecessor warrant agent shall deliver and transfer, at the expense of the Company, to the successor warrant agent any property at the time held by it hereunder. As soon as practicable after such appointment, the Company shall give notice thereof to the predecessor warrant agent and each transfer agent for its Common Shares. Failure to give such notice, or any defect therein, shall not affect the validity of the appointment of the successor warrant agent.

(e) Any entity into which the Warrant Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Warrant Agent shall be a party, or any Person succeeding to all or substantially all of the corporate trust or agency business of the Warrant Agent, shall be the successor warrant agent under this Warrant Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto; provided, however, that such entity would be eligible for appointment as a successor warrant agent under Section 6.1(c).

Section 6.2 Compensation; Further Assurances. The Company agrees that it will (a) pay the Warrant Agent reasonable compensation for its services as Warrant Agent in accordance with Exhibit C attached hereto and, except as otherwise expressly provided, will pay

or reimburse the Warrant Agent upon written demand for all reasonable and documented expenses, disbursements and advances incurred or made by the Warrant Agent in accordance with any of the provisions of this Warrant Agreement (including the reasonable and documented compensation, expenses and disbursements of its counsel incurred in connection with the execution and administration of this Warrant Agreement), except any such expense, disbursement or advance as may arise from its or any of their gross negligence, willful misconduct or bad faith, and (b) perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Warrant Agreement. The Warrant Agent agrees to provide the Company with prior written notice of the retention of counsel whose compensation, expenses and disbursements are to be paid or reimbursed by the Company under this Section 6.2.

Section 6.3 Reliance on Counsel. The Warrant Agent may consult with legal counsel (who may be legal counsel for the Company), and the written opinion of such counsel or any advice of legal counsel subsequently confirmed by a written opinion of such counsel shall be full and complete authorization and protection to the Warrant Agent as to any action taken or omitted by it in good faith and in accordance with such written opinion or advice.

Section 6.4 Proof of Actions Taken. Whenever in the performance of its duties under this Warrant Agreement the Warrant Agent shall deem it necessary or desirable that any matter be proved or established by the Company prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the good faith of the Warrant Agent, be deemed to be conclusively proved and established by a certificate executed by a duly authorized officer of the Company delivered to the Warrant Agent, and such certificate shall, in the good faith of the Warrant Agent, be relied upon by the Warrant Agent for any action taken, suffered or omitted in good faith by it under the provisions of this Warrant Agreement; provided that in its discretion, the Warrant Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

Section 6.5 Correctness of Statements. The Warrant Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Warrant Agreement (except its countersignature thereof) or be required to verify the same, and all such statements and recitals are and shall be deemed to have been made by the Company only.

Section 6.6 Validity of Agreement. From time to time, the Warrant Agent may apply to any duly authorized officer of the Company for instruction, and the Company shall provide the Warrant Agent with such instructions concerning the services to be provided hereunder. The Warrant Agent shall not be held to have notice of any change of authority of any Person, until receipt of notice thereof from the Company. The Warrant Agent shall not be responsible for any breach by the Company of any covenant or condition contained in this Warrant Agreement, nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Common Shares to be issued pursuant to this Warrant Agreement or any Warrants or as to whether any Common Shares will, when issued, be validly issued, fully paid and nonassessable. The Warrant Agent and its agents and subcontractors shall not be liable and shall be indemnified by the Company for any action taken or omitted by Warrant

Agent in reliance in good faith upon any Company instructions except to the extent that the Warrant Agent had actual knowledge of facts and circumstances that would render such reliance unreasonable.

Section 6.7 Use of Agents. The Warrant Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, provided that the Warrant Agent shall remain responsible for the activities or omissions of any such agent or attorney and reasonable care has been exercised in the selection and in the continued employment of such attorney or agent.

Section 6.8 Liability of Warrant Agent. The Warrant Agent shall incur no liability or responsibility to the Company or to any Warrantholder for any action taken or not taken (a) in reliance on any notice, resolution, waiver, consent, order, certificate, or other paper, document or instrument reasonably believed by it to be genuine and to have been signed, sent and presented by the proper party or parties or (b) in relation to its services under this Warrant Agreement, unless such liability arises out of or is attributable to the Warrant Agent's gross negligence, material breach of this Warrant Agreement, willful misconduct or bad faith. The Company agrees to indemnify the Warrant Agent and save it harmless against any and all losses, expenses and liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted in good faith by the Warrant Agent in the execution of this Warrant Agreement or otherwise arising in connection with this Warrant Agreement, except as a result of the Warrant Agent's gross negligence, material breach of this Warrant Agreement, willful misconduct or bad faith (as determined by a court of competent jurisdiction in a final non-appealable judgment). The Warrant Agent shall be liable hereunder only for its gross negligence, material breach of this Warrant Agreement, fraud, willful misconduct or bad faith (as determined by a court of competent jurisdiction in a final non-appealable judgment), for which the Warrant Agent is not entitled to indemnification under this Warrant Agreement. For the avoidance of doubt, this Section 6.8 does not apply to tax matters.

Section 6.9 Legal Proceedings. The Warrant Agent shall be under no obligation to institute any action, suit or legal proceeding or to take any other action likely to involve expense unless the Company or any Warrantholder shall furnish the Warrant Agent with reasonable indemnity for any costs and expenses which may be incurred, but this provision shall not affect the power of the Warrant Agent to take such action as the Warrant Agent may consider proper, whether with or without any such security or indemnity. The Warrant Agent shall promptly notify the Company and each Warrantholder in writing of any claim made or action, suit or proceeding instituted against it arising out of or in connection with this Warrant Agreement.

Section 6.10 Actions as Agent.

(a) The Warrant Agent shall act hereunder solely as agent and not in a ministerial or fiduciary capacity, and its duties shall be determined solely by the provisions hereof. The duties and obligations of the Warrant Agent shall be determined solely by the express provisions of the Warrant Agreement or of the Warrant Certificates, and the Warrant Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in the Warrant Agreement or in the Warrant Certificates. No implied covenants or obligations shall be read into the Warrant Agreement against the Warrant Agent. The Warrant Agent shall not

be liable for anything that it may do or refrain from doing in good faith in connection with this Warrant Agreement except for its own gross negligence, willful misconduct or bad faith.

(b) The Warrant Agent shall not, by countersigning Warrant Certificates or by any other act hereunder, be deemed to make any representations as to validity or authorization of the Warrants or the Warrant Certificates (except as to its countersignature thereon). The Warrant Agent shall not be responsible for any failure of the Company to make any cash payment or to issue, transfer or deliver any Common Shares or stock certificates or other securities or property upon the surrender of any Warrant Certificate for the purpose of exercise or upon any adjustment pursuant to Article 4 hereof or to comply with any of the covenants of the Company contained in Article 4 hereof.

(c) The Warrant Agent shall not (i) be liable for any recital or statement of fact contained herein or in the Warrant Certificates or for any action taken, suffered or omitted by it in good faith on the belief that any Warrant Certificate or any other documents or any signatures are genuine or properly authorized, (ii) be responsible for any failure on the part of the Company to comply with any of its covenants and obligations contained in this Warrant Agreement or in the Warrant Certificates or (iii) be liable for any act or omission in connection with this Warrant Agreement except for its own gross negligence, bad faith or willful misconduct.

(d) The Warrant Agent is hereby authorized to accept and protected in accepting instructions with respect to the performance of its duties hereunder by Company Order and to apply to any such officer named in such Company Order for instructions (which instructions will be promptly given in writing when requested), and the Warrant Agent shall not be liable for any action taken or suffered to be taken by it in good faith in accordance with the instructions in any Company Order.

Section 6.11 Appointment and Acceptance of Agency. The Company hereby appoints the Warrant Agent to act as agent for the Company in accordance with the instructions set forth in this Warrant Agreement, and the Warrant Agent hereby accepts the agency established by this Warrant Agreement and agrees to perform the same upon the terms and conditions set forth in this Warrant Agreement and in the Warrant Certificates or as the Company and the Warrant Agent may hereafter agree, by all of which the Company and the Warrantholders of Warrant Certificates, by their acceptance thereof, shall be bound; provided, however, that the terms and conditions contained in the Warrant Certificates are subject to and governed by this Warrant Agreement or any other terms and conditions hereafter agreed to by the Company and the Warrant Agent.

Section 6.12 Appointment of Countersigning Agent.

(a) The Warrant Agent may appoint a Countersigning Agent or Agents which shall be authorized to act on behalf of the Warrant Agent to countersign Warrant Certificates issued upon original issue and upon exchange, registration of transfer or pursuant to Section 2.6, and Warrant Certificates so countersigned shall be entitled to the benefits of this Warrant Agreement equally and proportionately with any and all other Warrant Certificates duly executed and delivered hereunder. Wherever reference is made in this Warrant Agreement to the countersignature and delivery of Warrant Certificates by the Warrant Agent or to Warrant Certificates countersigned by the Warrant Agent, such reference shall be deemed to include

countersignature and delivery on behalf of the Warrant Agent by a Countersigning Agent and Warrant Certificates countersigned by a Countersigning Agent. Each Countersigning Agent shall be acceptable to the Company and shall at the time of appointment be a corporation doing business under the Laws of the United States of America or any State thereof in good standing, authorized under such Laws to act as Countersigning Agent, and having a combined capital and surplus of not less than $25,000,000. The combined capital and surplus of any such new Countersigning Agent shall be deemed to be the combined capital and surplus as set forth in the most recent annual report of its condition published by such Countersigning Agent prior to its appointment; provided, however, such reports are published at least annually pursuant to Law or to the requirements of a Federal or state supervising or examining authority.

(b) Any corporation into which a Countersigning Agent may be merged or any corporation resulting from any consolidation to which such Countersigning Agent shall be a party, shall be a successor Countersigning Agent without any further act; provided, that, such corporation would be eligible for appointment as a new Countersigning Agent under the provisions of Section 6.12(a), without the execution or filing of any paper or any further act on the part of the Warrant Agent or the Countersigning Agent. Any such successor Countersigning Agent shall promptly cause notice of its succession as Countersigning Agent to be given in accordance with Section 6.14 to each Warrantholder of a Warrant Certificate at such Warrantholder's last address as shown on the Warrant Register.

(c) A Countersigning Agent may resign at any time by giving 30 days' prior written notice thereof to the Warrant Agent and to the Company. The Warrant Agent may at any time terminate the agency of a Countersigning Agent by giving 30 days' prior written notice thereof to such Countersigning Agent and to the Company.

(d) The Warrant Agent agrees to pay to each Countersigning Agent from time to time reasonable compensation for its services under this Section 6.12 and the Warrant Agent shall be entitled to be reimbursed for such payments, subject to the provisions of Section 6.2.

(e) Any Countersigning Agent shall have the same rights and immunities as those of the Warrant Agent set forth in Section 6.8 and Section 6.10.

Section 6.13 Successors and Assigns. All the covenants and provisions of this Warrant Agreement by or for the benefit of the Company or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns hereunder. The Warrant Agent may assign this Warrant Agreement or any rights and obligations hereunder, in whole or in part, to an Affiliate thereof with the prior consent of the Company, provided that the Warrant Agent may make such an assignment without consent of the Company to any successor to the Warrant Agent by consolidation, merger or transfer of its assets subject to the terms and conditions of this Warrant Agreement.

Section 6.14 Notices. Any notice or demand authorized by this Warrant Agreement to be given or made to the Company shall be sufficiently given or made if sent by mail first-class, postage prepaid, addressed (until another address is filed in writing by the Company with the Warrant Agent) or electronic mail, as follows:

[Revlon LLC]
[55 Water Street
New York, New York 10041
Attention: Andrew Kidd, EVP, General Counsel
Matthew Kvarda, Interim Chief Financial Officer
Email: Andrew.Kidd@revlon.com
Mkvarda@alvarezandmarsal.com][11]

Any notice or demand authorized by this Warrant Agreement to be given or made to the Warrant Agent shall be sufficiently given or made if sent by mail first-class, postage prepaid, addressed (until another address is filed in writing by the Warrant Agent with the Company) or electronic mail, as follows:

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, NY 11219
Attention: General Counsel
Email: legalteamUS@equiniti.com

Any notice or demand authorized by this Warrant Agreement to be given or made to any Warrantholder shall be sufficiently given or made if sent by first-class mail, postage prepaid or electronic mail to the last address of the Warrantholder as it shall appear on the Warrant Register, with a copy (which shall not constitute notice) to its counsel listed on such Warrant Register.

Section 6.15 Applicable Law; Jurisdiction. The validity, interpretation and performance of this Warrant Agreement and the Warrant Certificates evidencing the Warrants shall be governed in accordance with the Laws of the State of New York, without giving effect to the principles of conflicts of Laws thereof that would result in the application of Law of another jurisdiction. The parties hereto irrevocably consent to the exclusive jurisdiction of the courts of the State of New York and any federal court located in such state in connection with any action, suit or proceeding arising out of or relating to this Warrant Agreement or the Warrant Certificates issued hereunder. Each party agrees to commence any such suit, action or proceeding in such court. Each party hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any suit, action or proceeding with respect to this Warrant Agreement or the Warrant Certificates issued hereunder, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve process in accordance with this Section 6.15, that its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and to the fullest extent permitted by applicable Law, that the suit, action or proceeding in any such court is brought in an inconvenient forum, or that this Warrant Agreement or the Warrant Certificates issued hereunder, or the subject matter hereof, may not be enforced in or by such courts and further irrevocably waives, to the fullest extent permitted by applicable Law, the benefit of any defense that would hinder, fetter or delay the levy, execution or

[11] NTD: Issuer/PW to confirm.

collection of any amount to which the party is entitled pursuant to the final judgment of any court having jurisdiction. Each party irrevocably consents to the service of process out of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered mail, postage prepaid, to such party at its mailing address determined in accordance with this Warrant Agreement, such service of process to be effective upon acknowledgment of receipt of such registered mail. Nothing herein shall affect the right of any party to serve process in any other manner permitted by Law.

Section 6.16 Waiver of Jury Trial. EACH OF THE COMPANY AND THE WARRANT AGENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS WARRANT AGREEMENT OR A WARRANT CERTIFICATE EVIDENCING A WARRANT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PERSON HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PERSON MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS WARRANT AGREEMENT OR A WARRANT CERTIFICATE EVIDENCING A WARRANT. EACH OF THE COMPANY AND THE WARRANT AGENT CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) SUCH PERSON UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) SUCH PERSON MAKES THIS WAIVER VOLUNTARILY, AND (d) SUCH PERSON HAS BEEN INDUCED TO ENTER INTO THIS WARRANT AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 6.17 Specific Performance. Each of the Company and the Warrant Agent acknowledges that a breach or threatened breach by such party of any of its obligations under this Warrant Agreement would give rise to irreparable harm to the other party hereto for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction.

Section 6.18 Benefit of this Warrant Agreement. Nothing in this Warrant Agreement expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or give to, any Person other than the parties hereto and the Warrantholders any right, remedy or claim under or by reason of this Warrant Agreement or of any covenant, condition, stipulation, promise or agreement hereof, and all covenants, conditions, stipulations, promises and agreements in this Warrant Agreement contained shall be for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and the Warrantholders. Each Warrantholder, by acceptance of a Warrant Certificate, agrees to all of the terms and provisions of this Warrant Agreement applicable thereto.

Section 6.19 Registered Warrantholder. Every Warrantholder, by accepting a Warrant Certificate, consents and agrees with the Company, with the Warrant Agent and with every subsequent holder of such Warrant Certificate that, prior to due presentment for registration of transfer, the Company and the Warrant Agent may deem and treat the Person in whose name any Warrant Certificates are registered in the Warrant Register as the absolute owner thereof and of the Warrants evidenced thereby for all purposes whatsoever (notwithstanding any notation of ownership or other writing thereon made by anyone other than the Company or the Warrant Agent) and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary or be bound to recognize any equitable or other claim to or interest in any Warrant Certificates or any Warrants evidenced thereby on the part of any other Person and shall not be liable for any registration of transfer of Warrant Certificates that are registered or to be registered in the name of a fiduciary or the nominee of a fiduciary unless made with actual knowledge that a fiduciary or nominee is committing a breach of trust in requesting such registration of transfer or with such knowledge of such facts that its participation therein amounts to bad faith.

Section 6.20 Headings. The Article and Section headings herein are for convenience only and are not a part of this Warrant Agreement and shall not affect the interpretation thereof.

Section 6.21 Counterparts. This Warrant Agreement may be executed in any number of counterparts on separate counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. A signed copy of this Warrant Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Warrant Agreement.

Section 6.22 Entire Agreement. This Warrant Agreement constitutes the entire agreement of the Company, the Warrant Agent and the Warrantholders with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the Company, the Warrant Agent and the Warrantholders with respect to the subject matter hereof.

Section 6.23 Severability. Wherever possible, each provision of this Warrant Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Warrant Agreement shall be prohibited by or invalid under applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Warrant Agreement.

Section 6.24 Termination. This Warrant Agreement shall terminate at the earlier to occur of (i) the Expiration Time (or, if later, Close of Business on the Settlement Date with respect to all exercises of Warrants as to which the respective Exercise Date is prior to the Expiration Time) and (ii) the date on which all outstanding Warrants have been exercised. All provisions regarding indemnification, warranty, liability and limits thereon shall survive the termination or expiration of this Warrant Agreement.

Section 6.25 Confidentiality. The Warrant Agent and the Company agree that personal, non-public Warrantholder information which is exchanged or received pursuant to the negotiation or the carrying out of this Warrant Agreement shall remain confidential, and shall not be

voluntarily disclosed to any other Person, except disclosures pursuant to bankruptcy proceedings, applicable securities Laws or otherwise as may be required by Law, including, without limitation, pursuant to subpoenas from state or federal government authorities.

Section 6.26 Representations and Warranties of the Company. As of the date hereof, the Company hereby represents and warrants to the Warrantholders that (i) it has the power and authority to execute this Warrant Agreement and consummate the transactions contemplated by this Warrant Agreement, (ii) there are no statutory or contractual unitholders' preemptive rights or rights of refusal with respect to the issuance of any Warrants and (iii) the execution and delivery by the Company of this Warrant Agreement and the issuance of the Common Shares upon exercise of any Warrant do not and shall not (A) conflict with or result in a breach of the terms, conditions or provisions of, (B) constitute a default under, (C) result in the creation of any lien, security interest, charge or encumbrance upon the Company's capital stock or assets pursuant to, (D) result in a violation of or (E) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any court or administrative or governmental body or agency pursuant to, the Company's certificate of formation or LLC Agreement or any Law in effect as of the date hereof to which the Company is subject, or any agreement, instrument, order, judgment or decree to which the Company is subject as of the date hereof, except for any such authorization, consent, approval, notice or exemption required under applicable securities Laws, except, in the case of clause (iii), where such occurrences would not reasonably be expected, individually or in the aggregate, to result in the inability of the Company to consummate the transactions contemplated by this Warrant Agreement or perform its obligations hereunder.

[*signature pages follow*]

IN WITNESS WHEREOF, this Warrant Agreement has been duly executed by the parties hereto as of the day and year first above written.

[REVLON LLC][12]

By: _____
Name:
Title:

[12] NTD: Signature block to be confirmed.

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

By: _____
Name:
Title:

EXHIBIT A

[Face of Warrant Certificate][13]

[REVLON LLC]

WARRANT CERTIFICATE

EVIDENCING

WARRANTS TO PURCHASE COMMON SHARES

[FACE]

NO. [__] CUSIP No. [_____]

[UNLESS THIS GLOBAL WARRANT CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO [REVLON LLC] (THE "**COMPANY**"), THE CUSTODIAN OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFER OF THIS GLOBAL WARRANT CERTIFICATE SHALL BE LIMITED TO TRANSFERS IN WHOLE, AND NOT IN PART, TO THE COMPANY, DTC, THEIR SUCCESSORS AND THEIR RESPECTIVE NOMINEES.][14]

[13] To be removed in the versions of the Warrant Certificates printed in multiple copies for use by the Warrant Agent in preparing Warrants Certificates for issuance and delivery from time to time to holders.

[14] Include only on Global Warrant Certificate.

No. [__] [*insert number of warrants*] Warrants

CUSIP No. [_____]

THIS CERTIFIES THAT, for value received, [CEDE & CO.][15][_____][16], or registered assigns, is the registered owner of the number of Warrants to Purchase Common Shares of [Revlon LLC], a Delaware limited liability company (the "**Company**," which term includes any successor thereto under the Warrant Agreement) specified above [or such lesser number as may from time to time be endorsed on the "Schedule of Decreases" attached hereto][17], and is entitled, subject to and upon compliance with the provisions hereof and of the Warrant Agreement, at such Warrantholder's option, at any time when the Warrants evidenced hereby are exercisable, to purchase from the Company one Common Share of the Company for each Warrant evidenced hereby, at the purchase price of $[*insert strike price*] per unit (as adjusted from time to time, the "**Exercise Price**"), payable in full at the time of purchase, the number of Common Shares into which and the Exercise Price at which each Warrant shall be exercisable each being subject to adjustment as provided in Article 4 of the Warrant Agreement.

All Common Shares issuable by the Company upon the exercise of Warrants shall, upon such issuance, be duly and validly issued and fully paid and nonassessable.

[Each Person that becomes an LLC Member or an LLC Beneficial Owner of the Common Shares issued upon exercise of the Warrants shall automatically become admitted as an LLC Member or an LLC Beneficial Owner, as applicable, upon such Person's receipt of the Common Shares (whether direct or indirect) issued upon exercise of the Warrants without the need to execute the LLC Agreement or a joinder thereto, and shall have all of the rights, and be subject to all of the obligations, set forth in the LLC Agreement with respect to LLC Members and LLC Beneficial Owners, as applicable, and as provided under the Delaware LLC Act. Each Person that becomes an LLC Direct Owner or an LLC Beneficial Owner upon exercise of the Warrants shall be deemed to represent and warrant to the Company that such Person: (A) has received (or otherwise had made available to it), read and understood the LLC Agreement, (B) acknowledges and understands that such Person shall have all the rights, and be subject to all the obligations, set forth in the LLC Agreement with respect to LLC Direct Owners and LLC Beneficial Owners and as provided under the Delaware LLC Act, as if such Person had directly executed the LLC Agreement as a party and (C) ratifies and confirms each and every Article, Section and provision of the LLC Agreement. Furthermore, each such Person that becomes an LLC Direct Owner or an LLC Beneficial Owner upon exercise of the Warrants shall be deemed to represent and warrant to the Company that the LLC Agreement constitutes the legal, valid and binding obligation of such Person and it is enforceable against it in accordance with its terms, subject to applicable

[15] Include only on Global Warrant Certificate.

[16] Include only on Definitive Warrant Certificate.

[17] Include only on Global Warrant Certificate.

insolvency, bankruptcy or other laws affecting creditors' rights generally or by general principles of equity.][18]

Each Warrant evidenced hereby may be exercised by the Warrantholder hereof at the Exercise Price then in effect on any Business Day from and after the Closing Date until the Expiration Time (as defined on the reverse hereof).

Subject to the provisions hereof and of the Warrant Agreement, the Warrantholder of this Warrant Certificate may exercise all or any whole number of the Warrants evidenced hereby by [providing to the Warrant Agent at its office maintained for such purpose (the "**Corporate Agency Office**") a duly completed and executed Exercise Notice as to the number of Warrants being exercised and, if applicable, whether Cashless Settlement is being elected with respect thereto, and delivering such Warrants by book-entry transfer through the facilities of the Depositary, to the Warrant Agent in accordance with the Applicable Procedures and otherwise complying with Applicable Procedures in respect of the exercise of such Warrants][19] [surrendering to the Warrant Agent this Warrant Certificate at the Corporate Agency Office and delivering to the Warrant Agent a duly completed and executed Exercise Notice as to whether Cashless Settlement is being elected with respect thereto][20], together with payment in full to the [Warrant Agent] of (x) those applicable taxes and charges required to be paid by the Warrantholder, if any, and (y) except in the case of a Cashless Settlement, the aggregate of the Exercise Price as then in effect for each Common Share receivable upon exercise of each Warrant being submitted for exercise. Any such payment of the Exercise Price (if applicable) is to be by wire transfer in immediately available funds to such account of the [Warrant Agent] at such banking institution as the [Warrant Agent] shall have designated from time to time for such purpose.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless this Warrant Certificate has been countersigned by the Warrant Agent by manual or facsimile signature of an authorized officer on behalf of the Warrant Agent, this Warrant Certificate shall not be valid for any purpose and no Warrant evidenced hereby shall be exercisable.

[*signature pages follow*]

[18] NTD: To conform to Section 5.7 in the Warrant Agreement.

[19] Include only on Global Warrant Certificate.

[20] Include only on Definitive Warrant Certificate.

IN WITNESS WHEREOF, the Company has caused this certificate to be duly executed under its company seal.

Dated: [*insert date*]

[REVLON LLC][21]

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

[21] NTD: Signature block to be confirmed.

Countersigned:

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC, as Warrant Agent

By: _____
Authorized Agent

OR

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC, as Warrant Agent

By: _____
as Countersigning Agent

By: _____
Authorized Officer

[Reverse of Warrant Certificate]

[REVLON LLC]

WARRANT CERTIFICATE

EVIDENCING

WARRANTS TO PURCHASE COMMON SHARES

The Warrants evidenced hereby are one of a duly authorized issue of Warrants of the Company designated as its Warrants to Purchase Common Shares, limited in aggregate number to [*insert number of warrants*] initially issued under and in accordance with the Warrant Agreement, dated as of [*insert date*] (the "**Warrant Agreement**"), between the Company and American Stock Transfer & Trust Company, LLC, as warrant agent (the "**Warrant Agent**," which term includes any successor thereto permitted under the Warrant Agreement), to which the Warrant Agreement and all amendments thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Warrant Agent, the Warrantholders of Warrant Certificates and the owners of the Warrants evidenced thereby and of the terms upon which the Warrant Certificates are, and are to be, countersigned and delivered. A copy of the Warrant Agreement shall be available at all reasonable times at the office of the Warrant Agent for inspection by the Warrantholder hereof.

Except as provided in the Warrant Agreement, all outstanding Warrants shall expire and all rights of the Warrantholders of Warrant Certificates evidencing such Warrants shall terminate and cease to exist, as of the earlier of (i) 5:00 p.m., New York time, on [*insert expiration date*][22] and (ii) the date of consummation of any Liquidity Event (the "**Expiration Time**").

If fewer than all the Warrants represented by a Warrant Certificate are exercised, [the Warrant Agent shall endorse the "Schedule of Decreases of Warrants" attached to the Global Warrant Certificate to reflect the Warrants being exercised.][23] [such Definitive Warrant Certificate shall be surrendered and a new Definitive Warrant Certificate of the same tenor and class and for the number of Warrants which were not exercised shall be executed by the Company upon the written order of the Warrantholder of this Warrant Certificate upon the cancellation hereof.][24]

The Warrant Certificates are issuable only in registered form in denominations of whole numbers of Warrants. Upon surrender at the office of the Warrant Agent and payment of the charges specified herein and in the Warrant Agreement, this Warrant Certificate may be exchanged for Warrant Certificates in other authorized denominations or the transfer hereof may be registered in whole or in part in authorized denominations to one or more designated transferees; provided, however, that such other Warrant Certificates issued upon exchange or registration of transfer shall

[22] NTD: To be 5 years after the issue date.

[23] Include only on Global Warrant Certificate.

[24] Include only on Definitive Warrant Certificates.

evidence the same aggregate number and class of Warrants as this Warrant Certificate. The Company shall cause to be kept at the office of the Warrant Agent the Warrant Register in which, subject to such reasonable regulations as the Warrant Agent may prescribe and such regulations as may be prescribed by Law, the Company shall provide for the registration of Warrant Certificates and of transfers or exchanges of Warrant Certificates. Issuance of the Warrant Certificates evidencing Warrants and issuance of Common Shares upon the exercise of the Warrants shall be made without charge for any documentary, stamp or similar issue or transfer tax or other incidental expense in respect of the issuance thereof, all of which taxes and expenses shall be paid by the Company; provided, however, the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of Warrant Certificates evidencing such Warrants or Common Shares in book-entry form or any certificates for Common Shares or payment of cash or other property in a name or to any Person other than the Warrantholder of the Warrant Certificate surrendered upon exercise or transfer, and the Company shall not be required to issue or deliver Warrant Certificates or Common Shares in book-entry form or any certificates for Common Shares or payment of cash or other property, as applicable, unless and until the Persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have reasonably determined that such tax has been paid.

Prior to due presentment of this Warrant Certificate for registration of transfer, the Company, the Warrant Agent and any agent of the Company or the Warrant Agent may treat the Person in whose name this Warrant Certificate is registered as the owner hereof for all purposes, and neither the Company, the Warrant Agent nor any such agent shall be affected by notice to the contrary.

The Warrant Agreement permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Warrantholders of Warrant Certificates under the Warrant Agreement at any time by the Company and the Warrant Agent with the consent of the Required Warrantholders.

Nothing contained in the Warrant Agreement or this Warrant Certificate shall be construed as conferring upon any Person, by virtue in and of itself of holding a Warrant Certificate evidencing any Warrant or having a beneficial interest in a Warrant, the right to vote, receive any dividend or other distribution, receive notice of, or attend, any meeting of unitholders or otherwise exercise any rights whatsoever, in each case, as a unitholder of the Company to the extent such vote, dividend, giving of notice, meeting or other exercise of rights (or, if applicable, the relevant Record Date therefor) precedes the Close of Business on the Exercise Date with respect to the exercise of such Warrant. No Warrantholder shall have any right not expressly conferred hereunder or under, or by applicable Law with respect to, the Warrant Certificate held by such holder.

This Warrant Certificate, each Warrant evidenced thereby and the Warrant Agreement shall be governed by and construed in accordance with the Laws of the State of New York.

All terms used in this Warrant Certificate which are defined in the Warrant Agreement shall have the meanings assigned to them in the Warrant Agreement. In the event of any conflict between this Warrant Certificate and the Warrant Agreement, the Warrant Agreement shall control.

Assignment

(Form of Assignment To Be Executed If Warrantholder Desires To Transfer Warrant Certificate)

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto

Please insert social security or
other identifying number

(Please print name and address including zip code)

the Warrants represented by the within Warrant Certificate and does hereby irrevocably constitute and appoint _____ Attorney, to transfer said Warrant Certificate on the books of the within-named Company with full power of substitution in the premises.

Dated: _____ Signature _____

(Signature must conform in all respects to name of Warrantholder as specified on the face of this Warrant Certificate and must bear a signature guarantee by a bank, trust company or member firm of a U.S. national securities exchange.)

[SCHEDULE A

SCHEDULE OF DECREASES IN WARRANTS

The following decreases in the number of Warrants evidenced by this Global Warrant Certificate have been made:

Date	Amount of decrease in number of Warrants evidenced by this Global Warrant Certificate	Number of Warrants evidenced by this Global Warrant following such decrease	Signature of authorized signatory
			][25]

[25] Include only on Global Warrant Certificate.

EXHIBIT B

FORM OF EXERCISE NOTICE

[*Address*]

Attention: [Transfer Department]

Re: Warrant Agreement dated as of [*insert date*] between [Revlon LLC] (the "**Company**") and American Stock Transfer & Trust Company, LLC, as Warrant Agent (as it may be supplemented or amended, the "**Warrant Agreement**")

The undersigned hereby irrevocably elects to exercise ____ Warrants and receive the consideration deliverable upon exercise thereof pursuant to the following settlement method (check one):

☐ Cash Settlement

☐ Cashless Settlement

If Cash Settlement is elected, the undersigned shall tender payment of the Exercise Price therefor in accordance with instructions received from the Warrant Agent.

Please check below if this exercise is contingent upon a Liquidity Event in accordance with Section 3.2(e) of the Warrant Agreement.

☐ This exercise is being made in connection with a Liquidity Event; provided, that in the event that such transaction shall not be consummated, then this exercise shall be deemed revoked.

THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT PRIOR TO THE EXPIRATION TIME. THE WARRANT AGENT SHALL NOTIFY YOU OF THE ADDRESS AND PHONE NUMBER WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED.

All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Warrant Agreement.

[*signature page(s) to follow*]

Dated: _____

_____
(Insert Social Security or Other Identifying Number of Warrantholder)

Name: _____
(Please Print)

Address: _____

_____

_____
Signature

(Signature must conform in all respects to name of Warrantholder as specified on the face of this Warrant Certificate and must bear a signature guarantee by a bank, trust company or member firm of a U.S. national securities exchange.)

Signature Guaranteed:

Instructions (i) as to denominations and names of Common Shares issuable upon exercise and as to delivery of such securities and any other property issuable upon exercise and (ii) if applicable, as to Warrant Certificates evidencing unexercised Warrants:

EXHIBIT C

Fee Schedule

The Company shall pay the Warrant Agent for performance of its services under this Warrant Agreement such compensation as follows:

Warrant Agent Acceptance Fee: $5,000.00

Monthly Warrant Agent Fee: $500.00

Per Warrant Exercise Fee: $50.00

Customary Out-of-Pocket Expenses

Exhibit I-2

Blackline comparison to Form of
New Warrant Agreement as filed on March 9, 2023

WARRANT AGREEMENT

dated as of [*insert date*][1] between

[~~*INSERT ISSUER*~~REVLON LLC]

and

~~[*INSERT WARRANT AGENT*]~~

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

as Warrant Agent

Warrants to Purchase Common Shares

[1] NTD: Warrants to be issued on the Plan Effective Date. This draft remains subject to ongoing discussions, review and revision. Additional provisions under consideration include provisions regarding Competitor transfer restrictions and LLC Agreement joinder mechanics.

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WARRANT AGREEMENT[2]

Warrant Agreement (as it may be amended from time to time, this "**Warrant Agreement**"), dated as of [*insert date*], between [~~*insert issuer*~~], [~~an~~][~~a~~] [~~*insert jurisdiction of organization*~~] [~~corporation~~]Revlon LLC], a Delaware limited liability company (the "**Company**"), and [~~*insert warrant agent*~~][3]American Stock Transfer & Trust Company, LLC, as warrant agent (the "**Warrant Agent**").

RECITALS

WHEREAS, pursuant to the Joint Plan of Reorganization (the "**Plan**") of the Company and certain of its debtor affiliates under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") approved by the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"), certain Warrants (as defined herein) to purchase Common Shares (as defined herein) of the Company shall be issued;

WHEREAS, the Warrants and the Common Shares underlying the Warrants have been offered and sold in reliance on the exemption from the registration requirements of the Securities Act and any applicable state securities or "blue sky" laws afforded by Section 1145(a) of the Bankruptcy Code; and

WHEREAS, the Company desires that the Warrant Agent act on behalf of the Company and the Warrant Agent is willing to act, in connection with the issuance, exchange, transfer, substitution and exercise of Warrants.

NOW THEREFORE in consideration of the mutual agreements herein contained, the Company and the Warrant Agent agree as follows.

ARTICLE 1

DEFINITIONS

Section 1.1 Certain Definitions. "**Affiliate**" shall mean, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"**Agent Members**" has the meaning set forth in Section 2.4(b) hereof.

[2] NTD: Subject to ongoing review by the SteerCo group ~~and~~, the Company and Delaware local counsel.

[3] ~~NTD: Comments from Warrant Agent to follow separately once engaged.~~

"**Applicable Procedures**" means, with respect to any transfer or exchange of, or exercise of any Warrants evidenced by, any Global Warrant Certificate, the rules and procedures of the Depositary that apply to such transfer, exchange or exercise.

"**Authentication Order**" means a Company Order for authentication and delivery of Warrants.

"**Bankruptcy Code**" has the meaning set forth in the Recitals.

"**Bankruptcy Court**" has the meaning set forth in the Recitals.

"**Beauty Companies**" has the meaning set forth in the definition of "Competitor" set forth below.

"**Beneficial Owner**" means any Person beneficially owning an interest in a Warrant represented by a Global Warrant Certificate, which interest is credited to the account of a direct or indirect participant in the Depositary for the benefit of such Person through the book-entry system maintained by the Depositary (or its agent).

"**Board**" means the board of ~~directors~~managers of the Company from and after the Plan Effective Date.

"**Business Day**" means any day other than a Saturday, a Sunday, a day which is a legal holiday in the State of New York, or a day on which banking institutions and trust companies in the State of New York are authorized or obligated by Law, regulation or executive order to close.

"**Cash Settlement**" means the settlement method pursuant to which an Exercising Owner shall be entitled to receive from the Company, for each Warrant exercised, a number of fully paid and nonassessable Common Shares equal to the Cash Settlement Share Amount in exchange for payment in cash by the Exercising Owner of the applicable Exercise Price for each such Common Share so receivable upon exercise of such Warrant.

"**Cash Settlement Share Amount**" means, for each Warrant exercised as to which Cash Settlement is applicable, one fully paid and nonassessable Common Share, subject to adjustment in accordance with Article 4.

"**Cashless Settlement**" means the settlement method pursuant to which an Exercising Owner shall be entitled to receive from the Company, for each Warrant exercised, a number of Common Shares equal to the Cashless Settlement Share Amount without any payment of cash therefor.

"**Cashless Settlement Share Amount**" means for each Warrant exercised as to which an Exercising Owner elects Cashless Settlement, one fully paid and nonassessable Common Share, subject to adjustment in accordance with Article 4, multiplied by a fraction equal to (i) the Fair Market Value (as of the Exercise Date for such Warrant) of one Common Share minus the Exercise Price therefor divided by (ii) such Fair Market Value. The number of Common Shares issuable upon exercise, on the same Exercise Date, of Warrants as to which Cashless Settlement is applicable shall be aggregated for each Warrantholder, together with cash in lieu of any

fractional Common Share, as provided in Section 3.6. In no event shall the Company deliver a fractional Common Share in connection with an exercise of Warrants as to which Cashless Settlement is applicable.

"**Close of Business**" means 5:00 p.m., New York City time.

"**Closing Date**" means the Plan Effective Date.

"**Common Shares**" means [~~shares of the common stock, par value $[0.01][4] per share, of~~the limited liability company interests in the Company designated as the "Common Shares" of the Company and issued on or after the Plan Effective Date][~~5~~3].

"**Company**" has the meaning set forth in the Preamble.

"**Company Order**" means a written request or order signed in the name of the Company by any two officers, at least one of whom must be its Chief Executive Officer, Chief Financial Officer, its Treasurer, any Assistant Treasurer, its Secretary or any Assistant Secretary, and delivered to the Warrant Agent.

"**Competitor**" means [(i) any Person (together with its Related Persons) that owns or operates assets involved in [the cosmetics, hair color, fragrances, skincare, or beauty care products businesses] (collectively, "**Beauty Companies**"), (ii) any Person (together with its Related Persons) that directly or indirectly (A) holds equity interests in any Beauty Company where such interests collectively represent greater than [50]% of the asset value, or account for greater than [50]% of the revenue of, such Person, or (B) controls (as such term is defined in the definition of "Affiliate") any Beauty Company or (iii) any other Person as determined from time to time that the Board determines in good faith poses a material competitive risk to the Company or any of its Subsidiaries; provided that in the case of clauses (i) or (ii), the Board (excluding the vote of any manager appointed by, or otherwise affiliated with, a Competitor (as defined without giving effect to this proviso)) may determine in good faith that a Person that would be a Competitor pursuant to the foregoing clauses (i) or (ii) shall be deemed to not be a Competitor, notwithstanding clauses (i) or (ii) of this definition.][4]

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code and approving the transactions contemplated thereby.

"**Corporate Agency Office**" has the meaning set forth in Section 2.5(a) hereof.

[4] ~~NTD: To be confirmed.~~

[~~5~~3] NTD: To be confirmed.

[4] NTD: To be conformed with the definition in the final version of the LLC Agreement.

"**Countersigning Agent**" means any Person authorized by the Warrant Agent to act on behalf of the Warrant Agent to countersign Warrant Certificates.

"**Definitive Warrant Certificate**" means a Warrant Certificate registered in the name of the Warrantholder thereof that does not bear the Global Warrant Legend and that does not have a "Schedule of Decreases of Warrants" attached thereto.

"**Delaware LLC Act**" means the Delaware Limited Liability Company Act, as amended or superseded from time to time.

"**Depositary**" means DTC and its successors as depositary hereunder.

"**DTC**" means The Depository Trust Company.

"**DTC Participants**" means, collectively, the participants for which DTC holds and provides asset servicing.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time, and the related rules and regulations promulgated thereunder.

"**Exempt Transaction**" shall mean a merger, reorganization or consolidation that results in the holders of the voting securities of the Company immediately prior thereto continuing to hold immediately following such merger, reorganization or consolidation (either by such voting securities remaining outstanding or being converted into voting securities of the surviving entity or the ultimate parent company of such surviving entity), in substantially the same proportions as prior to such event, more than 50% of the combined voting power of the voting securities of the Company or such surviving entity immediately after such merger or consolidation (or the ultimate parent company of the Company or such surviving entity).

"**Exercise Date**" has the meaning set forth in Section 3.2(d).

"**Exercise Notice**" means, for any Warrant, an exercise notice substantially in the form set forth in Exhibit B hereto.

"**Exercising Owner**" means any Warrantholder that exercises Warrants pursuant to the terms hereof.

"**Exercise Price**" means $[*insert exercise price*][65], subject to adjustment as provided in Article 4.

"**Expiration Time**" means the earlier of (i) the Close of Business on [*insert expiration date*][76] and (ii) the date of consummation of any Liquidity Event.

"**Fair Market Value,**" as of a specified date, means the price per Common Share or per unit of other securities or other distributed property determined as follows:

(i) in the case of Common Shares or other securities listed on a National Securities Exchange, the average of the VWAP of a Common Share or a single unit of such other security for the 10 Trading Days immediately preceding the specified date (or if the Common Shares or other securities have been listed for less than 10 Trading Days, the VWAP for such lesser period of time); ~~or~~

(ii) in the case of Common Shares or other securities that are publicly traded but are not listed on a National Securities Exchange, the average of the reported bid and ask prices of a Common Share or a single unit of such other security in the over-the-counter market on which such securities are then traded for the 10 Trading Days immediately preceding the specified date (or if the Common Shares or other securities have been publicly traded (but not listed) for less than 10 Trading Days, the average of the reported bid and ask prices for such lesser period of time); or

(iii) ~~(ii)~~ in all other cases, the Fair Market Value per Common Share or per unit of other securities or other distributed property as of a date not earlier than 20 Business Days preceding the specified date as reasonably determined in good faith by the Board, subject to appropriate adjustment for any intervening event or circumstance that would result in an adjustment pursuant to Article 4 hereof that has occurred since the date of the last determination.

For the avoidance of doubt, no third party appraisal shall be required in connection with any Warrant that is exercised using Cashless Settlement.

"**Fundamental Equity Change**" has the meaning set forth in Section 4.5(a) hereof.

[65] NTD: Initial exercise price per ~~share~~unit to be based on the equity value implied from an enterprise value of $4 billion. *See* the definition of "New Warrants" in the Plan for specifics with respect to the calculation~~ ""New Warrants" means new 5 year warrants exercisable to purchase an aggregate number of shares of New Common Stock equal to (after giving effect to the full exercise of such warrants, the full conversion of the New Convertible Preferred Stock and the Equity Rights Offering, but subject to dilution by any New Common Stock issued in connection with any MIP Awards) 11.75% of the New Common Stock, which will be issued by Reorganized Holdings on the Effective Date pursuant to the New Warrant Agreement, with a strike price set at an enterprise value of $4 billion."~~.

[76] NTD: To be 5 years after the issue date.

"**Funds**" has the meaning set forth in Section 3.2(f) hereof.

"**Funds Account**" has the meaning set forth in Section 3.2(f) hereof.

"**GAAP**" means United States generally accepted accounting principles in effect from time to time.

"**Global Warrant Certificate**" means a Warrant Certificate deposited with or on behalf of and registered in the name of the Depositary or its nominee, that bears the Global Warrant Legend and that has the "Schedule of Decreases of Warrants" attached thereto.

"**Global Warrant Legend**" means the legend set forth in Section 2.4(a).

"**Law**" means any federal, state, local, foreign or provincial law, statute, ordinance, rule, regulation, judgment, order, injunction, decree or agency requirement having the force of law or any undertaking to or agreement with any governmental authority, including common law.

"**Liquidity Event**" means any transaction or series of related transactions that results in (a) a merger, consolidation or combination involving the Company, (b) the sale or exchange of all or substantially all of the equity interests of the Company to one or more third parties (whether by merger, sale, recapitalization, consolidation, combination or otherwise) or (c) the sale, directly or indirectly, by the Company of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole; provided that, notwithstanding the foregoing, no Exempt Transaction shall be a Liquidity Event.

"**LLC Agreement**" means the [Amended and Restated] Limited Liability Company Agreement of the Company, as amended, restated, supplemented or otherwise modified from time to time.

["**LLC Beneficial Owner**" means any Person owning a securities entitlement with respect to Common Shares registered to Cede & Co. (or such other nominee as may be selected by DTC that is the registered holder of Common Shares under the LLC Agreement), as nominee for DTC, which securities entitlement is held directly or indirectly through the book-entry system maintained by DTC and DTC Participants and which securities entitlement has not been credited to any other Person's securities account.

"**LLC Direct Owner**" means, as of any relevant time, any Person who is a party to the LLC Agreement (regardless of whether such person has executed the LLC Agreement) and is a member of the Company.

"**LLC Member**" means Cede & Co. (or such other nominee as may be selected by DTC that is the registered holder of Common Shares under the LLC Agreement on behalf of the LLC Beneficial Owners) and each LLC Direct Owner.][7]

[7] NTD: Definitions to be updated to conform with any relevant updates to the LLC Agreement.

"**National Securities Exchange**" means The New York Stock Exchange (including the NYSE American), The Nasdaq Global Select Market ~~or~~, The Nasdaq Global Market or the Nasdaq Capital Market.

"**Person**" means an individual, partnership, firm, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

"**Plan**" has the meaning set forth in the Recitals.

"**Plan Effective Date**" means the "Effective Date" of the Plan as defined therein.

"**Recipient**" has the meaning set forth in ~~Section 3.5(b)~~Section 3.5(b) hereof.

"**Record Date**" means, with respect to any dividend, distribution, recapitalization, reclassification, split, reverse split, reorganization, consolidation, merger or other transaction or event in which the holders of Common Shares have the right to receive any cash, securities or other property or in which Common Shares (or another applicable security) are exchanged for or converted into, any combination of, cash, securities or other property, the date fixed for determination of holders of Common Shares entitled to receive such cash, securities or other property or participate in such exchange or conversion (whether such date is fixed by the Board or by statute, contract or otherwise).

"**Reference Property**" has the meaning set forth in Section 4.6(a) hereof.

"**Related Persons**" means[, with respect to a Person, and without duplication, (i) such Person's Affiliates and (ii) any fund, account, investment vehicle or co-investment vehicle that is controlled, managed, advised or sub-advised by such Person or any of its Affiliates or the same investment manager, advisor or sub-advisor as such Person or any Affiliate of such investment manager, advisor or sub-advisor.][8]

"**Reorganization Event**" has the meaning set forth in Section 4.6(a) hereof.

"**Required Warrantholders**" means Warrantholders holding at least 50.01% of the then-outstanding Warrants, subject to the provisions of Section 5.2(d).

"**Securities Act**" means the Securities Act of 1933, as amended from time to time, and the related rules and regulations promulgated thereunder.

"**Settlement Date**" means, in respect of a Warrant that is exercised hereunder, (a) in all circumstances other than a Cashless Settlement where Fair Market Value has been determined by the Board pursuant to clause (~~iv~~iii) of the definition thereof, the ~~third~~second Business Day immediately following the Exercise Date for such Warrant, and (b) in the event of a Cashless Settlement where Fair Market Value has been determined by the Board pursuant to clause (~~iv~~iii)

[8] NTD: To be conformed with the definition in the final version of the LLC Agreement.

of the definition thereof, the ~~third~~second Business Day immediately following receipt by the Exercising Owner of notice of such Fair Market Value.

"**Subsidiary**" means, as to any Person, any corporation, partnership, limited liability company or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or other interests having by their terms voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly beneficially owned or controlled by such party or by any one or more of its subsidiaries, or by such party and one or more of its subsidiaries.

"**Trading Day**" means each Monday, Tuesday, Wednesday, Thursday and Friday, other than any day on which securities are not traded on the applicable securities exchange.

"**Uniform Commercial Code**" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"**Unit of Reference Property**" has the meaning set forth in Section 4.6(a) hereof.

"**VWAP**" means, for any Trading Day, the price for securities (including Common Shares) determined by the daily volume-weighted average price per unit of such securities for such Trading Day on the trading market on which such securities are then listed or quoted, in each case, for the regular trading session (without regard to pre-open or after hours trading outside of such regular trading session) as reported on a National Securities Exchange, as published by Bloomberg at 4:15 p.m., New York City time, on such Trading Day.

"**Warrant**" or "**Warrants**" means those certain warrants of the Company to purchase initially up to an aggregate of [*insert number of ~~shares~~units*] Common Shares and which expire at the Expiration Time and are issued pursuant to this Warrant Agreement with the terms, conditions and rights set forth herein. Each Warrant shall entitle the Warrantholder of the Warrant or the Warrant Certificate evidencing such Warrant upon exercise to purchase one Common Share at the Exercise Price, subject to adjustment pursuant to Article 4.

"**Warrant Agent**" has the meaning set forth in the Preamble.

"**Warrant Agreement**" has the meaning set forth in the Preamble.

"**Warrant Certificates**" means those certain warrant certificates evidencing the Warrants, substantially in the form of Exhibit A attached hereto, except that, in the case of a Definitive Warrant Certificate, such Warrant Certificate shall not bear the Global Warrant Legend and shall not have a "Schedule of Decreases of Warrants" attached thereto.

"**Warrant Register**" has the meaning set forth in Section 2.5(b).

"**Warrantholder**" means any Person in whose name at the time any Warrant or Warrant Certificate is registered upon the Warrant Register.

ARTICLE 2

WARRANT CERTIFICATES

Section 2.1 Original Issuance of Warrants.

(a) On the Closing Date, one or more Global Warrant Certificates evidencing an aggregate of [*insert number of warrants*] Warrants (each such Warrant to be subject to adjustment from time to time as described herein) shall be executed by the Company and delivered to the Warrant Agent for countersignature, along with an Authentication Order, and the Warrant Agent shall countersign and deliver such Global Warrant Certificates for issuance to the Depositary, or its custodian, for crediting to the accounts of its participants for the benefit of the Beneficial Owners of the Warrants, pursuant to the Applicable Procedures of the Depositary on the Closing Date. Each Warrant Certificate shall evidence the number of Warrants specified therein, and each Warrant evidenced thereby shall represent the right, subject to the provisions contained herein and therein, to purchase one Common Share, subject to adjustment as provided in Article 4.

(b) Each Warrant shall be exercisable for one fully paid and nonassessable Common Share (subject to adjustment under Article 4) upon payment of the applicable Exercise Price for each such Common Share so receivable upon exercise of such Warrant and compliance with the procedures set forth in this Warrant Agreement. On the Closing Date, the Warrant Agent shall register all of the Warrants in the Warrant Register. The Warrants shall be dated as of the Closing Date and, subject to the terms hereof, shall be the only Warrants issued or outstanding under this Warrant Agreement as of the Closing Date.

(c) All Warrants issued under this Warrant Agreement shall in all respects be equally and ratably entitled to their respective benefits under this Warrant Agreement, without preference, priority, or distinction on account of the actual time of the issuance and authentication or any other terms thereof. Each Warrant shall be, and shall remain, subject to the provisions of this Warrant Agreement until such time as such Warrant shall have been duly exercised or shall have expired or been cancelled in accordance with the terms hereof. Each Warrantholder shall be bound by all of the terms and provisions of this Warrant Agreement as fully and effectively as if such Warrantholder had signed the same.

Section 2.2 Form of Warrants. The Warrant Certificates evidencing the Warrants shall be in registered form only and substantially in the form attached hereto as Exhibit A, shall be dated the date on which countersigned by the Warrant Agent, shall have such insertions as are appropriate or required or permitted by this Warrant Agreement and may have such letters, numbers or other marks of identification and such legends and endorsements typed, stamped, printed, lithographed or engraved thereon as the officers of the Company executing the same may approve based upon written advice of counsel (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Warrant Agreement, ~~or~~the Plan or the Confirmation Order, as may be required to comply with any Law or with any rule or regulation pursuant thereto or with any rule or regulation of any securities exchange on which the Warrants may be listed, or to conform to usage.

Section 2.3 Execution and Delivery of Warrant Certificates.

(a) Warrant Certificates evidencing the Warrants which may be countersigned and delivered under this Warrant Agreement are limited to Warrant Certificates evidencing the Warrants except for Warrant Certificates countersigned and delivered upon registration of transfer of, or in exchange for, or in lieu of, one or more previously countersigned Warrant Certificates pursuant to Section 2.4, Section 2.5, Section 2.8, and Section 3.2(b).

(b) The Warrant Agent is hereby authorized to countersign and deliver Warrant Certificates as required by Section 2.1, Section 2.4, Section 2.5, Section 2.8, and Section 3.2(b).

(c) The Warrant Certificates shall be executed in the ~~corporate~~company name and on behalf of the Company by the Chief Executive Officer or the Chief Financial Officer of the Company under ~~corporate~~company seal reproduced thereon and attested to by the Secretary or one of the Assistant Secretaries of the Company, either manually or by facsimile signature printed thereon. The Warrant Certificates shall be countersigned by the Warrant Agent, either manually or by facsimile signature, and shall not be valid for any purpose unless so countersigned. In case any officer of the Company whose signature shall have been placed upon any of the Warrant Certificates shall cease to be such officer of the Company before countersignature by the Warrant Agent and issue and delivery thereof, such Warrant Certificates may, nevertheless, be countersigned by the Warrant Agent and issued and delivered with the same force and effect as though such person had not ceased to be such officer of the Company, and any Warrant Certificate may be signed on behalf of the Company by such person as, at the actual date of the execution of such Warrant Certificate, shall be a proper officer of the Company, although at the date of the execution of this Warrant Agreement any such person was not such officer.

Section 2.4 Global Warrant Certificates.

(a) Any Global Warrant Certificate shall bear the legend substantially in the form set forth in Exhibit A hereto (the "**Global Warrant Legend**").

(b) So long as a Global Warrant Certificate is registered in the name of the Depositary or its nominee, members of, or participants in, the Depositary ("**Agent Members**") shall have no rights under this Warrant Agreement with respect to the Warrants evidenced by such Global Warrant Certificate held on their behalf by the Depositary or its custodian, and the Depositary may be treated by the Company, the Warrant Agent and any agent of the Company or the Warrant Agent as the absolute owner of such Warrants, and as the sole Warrantholder of such Warrant Certificate, for all purposes. Accordingly, any such Agent Member's beneficial interest in such Warrants will be shown only on, and the transfer of such interest shall be effected only through, records maintained by the Depositary or its nominee or its Agent Members, and neither the Company nor the Warrant Agent shall have any responsibility or liability with respect to such records maintained by the Depositary or its nominee or its Agent Members. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Warrant Agent or any agent of the Company or the Warrant Agent from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as

between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a holder of any security.

(c) Any Beneficial Owner of Warrants evidenced by a Global Warrant Certificate registered in the name of the Depositary or its nominee shall, by acceptance of such beneficial interest, agree that transfers of beneficial interests in the Warrants evidenced by such Global Warrant Certificate may be effected only through the book-entry system maintained by the Depositary as the Warrantholder of such Global Warrant Certificate (or its agent), and that ownership of a beneficial interest in Warrants evidenced thereby shall be reflected solely in such book-entry form.

(d) Transfers of a Global Warrant Certificate registered in the name of the Depositary or its nominee shall be limited to transfers in whole, and not in part, to the Depositary, its successors, and their respective nominees except as set forth in Section 2.4(e). Interests of Beneficial Owners in a Global Warrant Certificate registered in the name of the Depositary or its nominee shall be transferred in accordance with the Applicable Procedures of the Depositary.

(e) A Global Warrant Certificate registered in the name of the Depositary or its nominee shall be exchanged for Definitive Warrant Certificates only if the Depositary (i) has notified the Company that it is unwilling or unable to continue as or ceases to be a clearing agency registered under Section 17A of the Exchange Act and (ii) a successor to the Depositary registered as a clearing agency under Section 17A of the Exchange Act is not able to be appointed by the Company within 90 days or the Depositary is at any time unwilling or unable to continue as Depositary and a successor to the Depositary is not able to be appointed by the Company within 90 days. In any such event, a Global Warrant Certificate registered in the name of the Depositary or its nominee shall be surrendered to the Warrant Agent for cancellation in accordance with Section 3.12, and the Company shall execute, and the Warrant Agent shall countersign and deliver, to each Beneficial Owner identified by the Depositary, in exchange for such Beneficial Owner's beneficial interest in such Global Warrant Certificate, Definitive Warrant Certificates evidencing, in the aggregate, the number of Warrants theretofore represented by such Global Warrant Certificate with respect to such Beneficial Owner's respective beneficial interest. Any Definitive Warrant Certificate delivered in exchange for an interest in a Global Warrant Certificate pursuant to this Section 2.4(e) shall not bear the Global Warrant Legend. Interests in any Global Warrant Certificate may not be exchanged for Definitive Warrant Certificates other than as provided in this Section 2.4(e).

(f) The Warrantholder of a Global Warrant Certificate registered in the name of the Depositary or its nominee may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Warrantholder of a Warrant Certificate is entitled to take under this Warrant Agreement or such Global Warrant Certificate.

(g) Each Global Warrant Certificate will evidence such of the outstanding Warrants as will be specified therein and each shall provide that it evidences the aggregate number of outstanding Warrants from time to time endorsed thereon and that the aggregate number of outstanding Warrants evidenced thereby may from time to time be reduced to reflect

exercises. Any endorsement of a Global Warrant Certificate to reflect the amount of any decrease in the aggregate number of outstanding Warrants evidenced thereby will be made by the Warrant Agent in accordance with the Applicable Procedures as required by Section 3.2(b).

(h) The Company initially appoints DTC to act as Depositary with respect to the Global Warrant Certificates.

(i) Every Warrant Certificate authenticated and delivered in exchange for, or in lieu of, a Global Warrant Certificate or any portion thereof, pursuant to this Section 2.4, Section 2.5(a), or Section 2.8, shall be authenticated and delivered in the form of, and shall be, a Global Warrant Certificate, and a Global Warrant Certificate may not be exchanged for a Definitive Warrant Certificate, in each case, other than as provided in Section 2.4(e). Whenever any provision herein refers to issuance by the Company and countersignature and delivery by the Warrant Agent of a new Warrant Certificate in exchange for the portion of a surrendered Warrant Certificate that has not been exercised, in lieu of the surrender of any Global Warrant Certificate and the issuance, countersignature and delivery of a new Global Warrant Certificate in exchange therefor, the Warrant Agent may endorse such Global Warrant Certificate to reflect a reduction in the number of Warrants evidenced thereby in the amount of Warrants so evidenced that have been so exercised.

(j) At such time as all Warrants evidenced by a particular Global Warrant Certificate have been exercised or expired in whole and not in part, such Global Warrant Certificate shall, if not in custody of the Warrant Agent, be surrendered to or retained by the Warrant Agent for cancellation in accordance with Section 3.12.

Section 2.5 Registration, Transfer, Exchange and Substitution.

(a) The Warrant Agent will maintain an office (the "**Corporate Agency Office**") in the United States of America, where Warrant Certificates may be surrendered for registration of transfer or exchange and where Warrant Certificates may be surrendered for exercise of Warrants evidenced thereby, which office is ~~[*insert warrant agent address*]~~6201 15th Avenue, Brooklyn, NY 11219 on the Closing Date. The Warrant Agent will give prompt written notice to all Warrantholders of any change in the location of such office.

(b) The Warrant Certificates evidencing the Warrants shall be issued in registered form only. The Company shall cause to be kept at the office of the Warrant Agent designated for such purpose a warrant register (the "**Warrant Register**") in which, subject to such reasonable regulations as the Warrant Agent may prescribe and such regulations as may be prescribed by Law, the Company shall provide for the registration of Warrant Certificates and of transfers or exchanges of Warrant Certificates as herein provided.

(c) Upon surrender for registration of transfer of any Warrant Certificate at the Corporate Agency Office, the Company shall execute, and the Warrant Agent shall countersign and deliver, in the name of the designated transferee or transferees, one or more new Warrant Certificates evidencing a like aggregate number of Warrants.

(d) At the option of the Warrantholder, Warrant Certificates may be exchanged at the office of the Warrant Agent upon payment of the charges hereinafter provided

for other Warrant Certificates evidencing a like aggregate number of Warrants. Whenever any Warrant Certificates are so surrendered for exchange, the Company shall execute, and the Warrant Agent shall countersign and deliver, the Warrant Certificates of the same tenor and evidencing the same number of Warrants as evidenced by the Warrant Certificates surrendered by the Warrantholder making the exchange.

(e) All Warrant Certificates issued upon any registration of transfer or exchange of, or in lieu of, Warrant Certificates shall be the valid obligations of the Company, evidencing the same obligations, and entitled to the same benefits under this Warrant Agreement, as the Warrant Certificates surrendered for such registration of transfer or exchange or substitution.

(f) Every Warrant Certificate surrendered for registration of transfer or exchange shall (if so required by the Company or the Warrant Agent) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Warrant Agent, duly executed by the Warrantholder thereof or his attorney duly authorized in writing.

(g) No service charge shall be made for any registration of transfer or exchange of Warrant Certificates; provided, however, to the extent provided in the proviso to Section 3.11, the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Warrant Certificates, and may subject any such transfer to the payment of unpaid withholding taxes (if any) attributable to the transferor Warrantholder as and to the extent provided in Section 3.13.

(h) The Warrant Agent shall, upon request of the Company from time to time, deliver to the Company such reports of registered ownership of the Warrants and such records of transactions with respect to the Warrants and the Common Shares as the Company may request. The Warrant Agent shall also make available to the Company for inspection by the Company's agents or employees, from time to time as the Company may request, such original books of accounts and records maintained by the Warrant Agent in connection with the issuance and exercise of Warrants hereunder, such inspections to occur at the Corporate Agency Office during normal business hours.

(i) The Warrant Agent shall keep copies of this Warrant Agreement and any notices given to Warrantholders hereunder available for inspection by the Warrantholders during normal business hours at the Corporate Agency Office. The Company shall supply the Warrant Agent from time to time with such numbers of copies of this Warrant Agreement as the Warrant Agency may request.

(j) Transfers of the Warrant Certificates evidencing Warrants shall be subject only to the terms of this Warrant Agreement and applicable securities Laws. The Warrant Agent shall register the transfer, from time to time, of any outstanding Warrant Certificates evidencing Warrants upon the Warrant Register, upon delivery of a duly executed assignment, in the form attached hereto as Exhibit A, and accompanied by appropriate instructions for transfer. No such transfer shall be effected until, and the transferee shall succeed to the rights of the holder thereof

only upon, final acceptance and registration of the transfer in the Warrant Register by the Warrant Agent. Prior to the registration of any transfer of a Warrant Certificate evidencing a Warrant as provided herein, the Company, the Warrant Agent, and any agent of the Company or the Warrant Agent may treat the Person in whose name such Warrant Certificate is registered as the owner thereof and of the Warrants evidenced thereby for all purposes, notwithstanding any notice to the contrary. Subject to Section 3.11, no service charge, tax or governmental payment shall be required of any transferor or transferee in connection with any such transfer or registration of transfer. A party requesting transfer of a Warrant Certificate evidencing a Warrant must provide reasonable and customary evidence of authority if requested by the Warrant Agent.

Section 2.6 Cancellation of the Warrants. Any Warrants outstanding as of the Expiration Time shall be automatically cancelled without any further action on the part of the Warrant Agent or any other Person.

Section 2.7 CUSIP Numbers. In issuing the Warrants, the Company will use a "CUSIP" number. The Warrant Agent will use CUSIP numbers in notices to Warrantholders. The Company will promptly notify the Warrant Agent in writing of any change in the CUSIP numbers.

Section 2.8 Loss or Mutilation.

(a) If (i) any mutilated Warrant Certificate is surrendered to the Warrant Agent or (ii) both (A) there shall be delivered to the Company and the Warrant Agent (x) a claim by a Warrantholder as to the destruction, loss or wrongful taking of any Warrant Certificate of such Warrantholder and a request thereby for a new replacement Warrant Certificate, and (y) such indemnity bond as may be required by them to save each of them and any agent of either of them harmless and (B) such other reasonable requirements as may be imposed by the Company as permitted by Section 8-405 of the Uniform Commercial Code have been satisfied, then, in the absence of notice to the Company or the Warrant Agent that such Warrant Certificate has been acquired by a "protected purchaser" within the meaning of Section 8-405 of the Uniform Commercial Code, the Company shall execute and upon its written request the Warrant Agent shall countersign and deliver to the registered Warrantholder of the lost, wrongfully taken, destroyed or mutilated Warrant Certificate, in exchange therefore or in lieu thereof, a new Warrant Certificate of the same tenor and for a like aggregate number of Warrants and of the same class.

(b) Upon the issuance of any new Warrant Certificate under this Section 2.8, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and other reasonable expenses (including the reasonable fees and expenses of the Warrant Agent and of counsel to the Company) in connection therewith.

(c) Every new Warrant Certificate executed and delivered pursuant to this Section 2.8 in lieu of any lost, wrongfully taken or destroyed Warrant Certificate shall constitute an additional contractual obligation of the Company, whether or not the allegedly lost, wrongfully taken or destroyed Warrant Certificate shall be at any time enforceable by anyone,

and shall be entitled to the benefits of this Warrant Agreement equally and proportionately with any and all other Warrant Certificates duly executed and delivered hereunder.

(d) The provisions of this Section 2.8 are exclusive and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement of mutilated, lost, wrongfully taken~~,~~ or destroyed Warrant Certificates.

ARTICLE 3

EXERCISE AND SETTLEMENT OF WARRANTS

Section 3.1 Right to Acquire Common Shares Upon Exercise. Each Warrant Certificate shall, when countersigned by the Warrant Agent, entitle the Warrantholder thereof, subject to the provisions thereof and of this Warrant Agreement, to acquire from the Company, for each Warrant evidenced thereby, one Common Share at the Exercise Price, subject to adjustment as provided in this Warrant Agreement. The Exercise Price, and the number of Common Shares obtainable upon exercise of each Warrant, shall be adjusted from time to time as required by Article 4.

Section 3.2 Exercise Procedures for Warrants.

(a) In order to exercise all or any of the Warrants represented by a Warrant Certificate, the Warrantholder thereof must:

(i) (x) in the case of a Global Warrant Certificate, provide to the Warrant Agent at the Corporate Agency Office a duly completed and executed Exercise Notice as to the number of Warrants being exercised and, if applicable, whether Cashless Settlement is being elected with respect thereto, and deliver such Warrants by book-entry transfer through the facilities of the Depositary, to the Warrant Agent in accordance with the Applicable Procedures and otherwise comply with the Applicable Procedures in respect of the exercise of such Warrants or (y) in the case of a Definitive Warrant Certificate, at the Corporate Agency Office (A) surrender to the Warrant Agent the Warrant Certificate evidencing such Warrants and (B) deliver to the Warrant Agent a duly completed and executed Exercise Notice as to the Warrantholder's election to exercise the number of the Warrants specified therein and, if applicable, whether Cashless Settlement is being elected with respect thereto, duly executed by such Warrantholder; and

(ii) pay to the [Warrant Agent][89] an amount equal to (x) those applicable taxes and charges required to be paid by the Warrantholder, if any, pursuant to Section 3.11 and Section 3.13, prior to, or concurrently with, exercise of such Warrants and (y) except in the case of a Cashless Settlement, the aggregate of the Exercise Price in respect of each Common Share into which such Warrants are exercisable, in case of (x) and (y), by

[89] NTD: To confirm whether the Exercise Price is to be paid to the Company or to the Warrant Agent. To update corresponding bracketed terms in the form of Warrant Certificate as well.

wire transfer in immediately available funds, to the account ([*insert account number*]) of the [Warrant Agent] at [*insert full legal name of bank*] or such other account of the [Warrant Agent] at such banking institution as the Warrant Agent shall have given notice to the Warrantholders in accordance with Section 6.14.

(b) If fewer than all the Warrants represented by a Warrant Certificate are exercised, (i) in the case of exercise of Warrants evidenced by a Global Warrant Certificate, the Warrant Agent shall endorse the "Schedule of Decreases of Warrants" attached to such Global Warrant Certificate to reflect the Warrants being exercised and (ii) in the case of exercise of Warrants evidenced by a Definitive Warrant Certificate, such Definitive Warrant Certificate shall be surrendered and a new Definitive Warrant Certificate of the same tenor and for the number of Warrants which were not exercised shall be executed by the Company. The Warrant Agent shall countersign the new Definitive Warrant Certificate, registered in such name or names, subject to the provisions of Section 2.5 regarding registration of transfer and Section 3.11 regarding payment of governmental charges in respect thereof, as may be directed in writing by the Warrantholder, and shall deliver the new Definitive Warrant Certificate to the Person or Persons in whose name such new Warrant Certificate is so registered. The Company, whenever required by the Warrant Agent, will supply the Warrant Agent with Definitive Warrant Certificates duly executed on behalf of the Company for such purpose.

(c) Upon due exercise of Warrants evidenced by any Warrant Certificate in conformity with the foregoing provisions of Section 3.2(a), the Warrant Agent shall, when actions specified in Section 3.2(a)(i) have been effected and any payment specified in Section 3.2(a)(ii) is received, deliver to the Company the Exercise Notice received pursuant to Section 3.2(a)(i), deliver or deposit all funds received as instructed in writing by the Company and advise the Company by telephone at the end of such day of the amount of funds so deposited to its account.

(d) The date on which all of the requirements for exercise set forth in this Section 3.2 in respect of a Warrant have been satisfied is the "**Exercise Date**" with respect to such Warrant (subject to Section 3.2(h)).

(e) Subject to Section 3.2(g) and Section 3.2(h), any exercise of a Warrant pursuant to the terms of this Warrant Agreement shall be irrevocable and enforceable in accordance with its terms.

(f) All funds received by the Warrant Agent under this Warrant Agreement that are to be distributed or applied by the Warrant Agent in the performance of services in accordance with this Warrant Agreement (the "**Funds**") shall be held by the Warrant Agent as agent for the Company and deposited in one or more bank accounts to be maintained by the Warrant Agent in its name as agent for the Company (the "**Funds Account**"). Until paid pursuant to the terms of this Warrant Agreement, the Warrant Agent will hold the Funds through the Funds Account in deposit accounts of commercial banks with Tier 1 capital exceeding $1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody's (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating), each as reported by Bloomberg Finance L.P. The Warrant Agent shall have no responsibility or liability for any diminution of the Funds that may result from any deposit made by the Warrant

Agent in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party. The Warrant Agent may from time to time receive interest, dividends or other earnings in connection with such deposits.

(g) Prior to the delivery of any Common Shares upon exercise of a Warrant, the Company shall be obligated to comply with all applicable Laws which require action to be taken by the Company in connection with such delivery.

(h) Notwithstanding any other provision of this Warrant Agreement, if the exercise of any Warrant is to be made in connection with a Liquidity Event, such exercise may, at the election of the Exercising Owner, be conditioned upon consummation of such transaction or event, in which case such exercise shall not be deemed effective until the consummation of such transaction or event.

(i) If a Liquidity Event occurs in which the consideration to be paid to holders of Common Shares consists solely of cash in an amount per Common Share that exceeds the Exercise Price then in effect, the Warrants that are otherwise unexercised immediately prior to the effectiveness of such Liquidity Event shall be deemed to be automatically exercised at such time on a Cashless Settlement basis and the Holders of such Warrants shall be entitled to receive for each such Warrant an amount in cash equal to the cash amount per Common Share to be paid to holders of Common Shares in such Liquidity Event *less* the Exercise Price per Common Share then in effect.

(j) ~~(i)~~ The Warrant Agent shall forward funds deposited in the Funds Account in a given week by the fifth Business Day of the following week by wire transfer to an account designated by the Company.

Section 3.3 Common Shares Issuable. The number of Common Shares "obtainable upon exercise" of Warrants at any time shall be the number of Common Shares into which such Warrants are then exercisable. The number of Common Shares "into which each Warrant is exercisable" shall be one ~~share~~Common Share, subject to adjustment as provided in Article 4.

Section 3.4 Settlement of Warrants.

(a) Warrants may be exercised using Cash Settlement or Cashless Settlement in accordance with this Article 3 at any time prior to the Expiration Time, either in full or from time to time in part.

(b) Cash Settlement shall apply to each Warrant unless the Exercising Owner elects for Cashless Settlement to apply upon exercise of such Warrant. Such election shall be made in the Exercise Notice for such Warrant.

(c) If Cash Settlement applies to the exercise of a Warrant, upon the proper and valid exercise thereof by an Exercising Owner, the Company shall cause to be delivered to the Exercising Owner the Cash Settlement Share Amount, together with cash in lieu of any fractional Common Share as provided in Section 3.6, on the Settlement Date.

(d) If Cashless Settlement applies to the exercise of a Warrant:

(i) The Warrantholder must (A) expressly state in its Exercise Notice its desire to effect a Cashless Settlement and (B) must provide the Exercise Notice to the Warrant Agent at the Corporate Agency Office.

(ii) Upon the proper and valid exercise thereof by an Exercising Owner, the Company shall cause to be delivered to the Exercising Owner the Cashless Settlement Share Amount on the Settlement Date, together with cash in lieu of any fractional Common Share, as provided in Section 3.6.

(iii) Upon written request from any Exercising Owner in connection with a Cashless Settlement for which the Fair Market Value is determined pursuant to clause (iii) of the definition thereof, the Company shall notify such Exercising Owner of the Board's determination of such Fair Market Value and provide a brief explanation of the methodology of such determination (without any obligation to disclose any confidential or proprietary information) reasonably promptly after the later of the receipt of such request by the Company and the Board's determination of such Fair Market Value, but in any event within 30 days of such later date.

Section 3.5 Delivery of Common Shares.

(a) In connection with the exercise of Warrants, the Warrant Agent shall:

(i) examine all Exercise Notices and all other documents delivered to it to ascertain whether, on their face, such Exercise Notices and any such other documents have been executed and completed in accordance with their terms;

(ii) where an Exercise Notice or other document appears on its face to have been improperly completed or executed or some other irregularity in connection with the exercise of the Warrant exists, endeavor to inform the appropriate parties (including the Person submitting such instrument) of the need for fulfillment of all requirements, specifying those requirements which appear to be unfulfilled;

(iii) inform the Company of and cooperate with and assist the Company in resolving any reconciliation problems between the Exercise Notices received and delivery of Warrants to the Warrant Agent's account;

(iv) advise the Company with respect to an exercise, as promptly as practicable following the satisfaction of each of the applicable procedures for exercise set forth in Section 3.2(a) of (v) the receipt of such Exercise Notice and the number of Warrants exercised in accordance with the terms and conditions of this Warrant Agreement, (w) the number of Common Shares to be delivered by the Company, (x) the instructions with respect to issuance of the Common Shares, (y) the number of Persons who will become holders of record of the Company (who were not previously holders of record) as a result of receiving Common Shares upon exercise of the Warrants and (z) such other information as the Company shall reasonably require;

(v) promptly deposit in the Funds Account all Funds received in payment of the applicable Exercise Price in connection with any Cash Settlement of Warrants;

(vi) provide to the Company, upon the Company's request, the number of Warrants previously exercised, the number of Common Shares issued in connection with such exercises and the number of remaining outstanding Warrants; and

(vii) provide to the Company, upon the Company's request, any Exercise Notices delivered pursuant to Section 3.2(a) and any documents delivered pursuant to ~~Section 3.5(b)(i)(B)~~Section 3.5(a)(i).

(b) With respect to each properly exercised Warrant evidenced by any Warrant Certificate in accordance with this Warrant Agreement, (x) in the case of exercise of Warrants evidenced by a Global Warrant Certificate, the Company shall deliver or cause to be delivered to the Recipient in accordance with the Applicable Procedures Common Shares in book-entry form to be so held through the facilities of DTC in an amount equal to, or, if the Common Shares may not then be held in book-entry form through the facilities of DTC, duly executed certificates representing, or (y) in the case of exercise of Warrants evidenced by Definitive Warrant Certificates, deliver or cause to be delivered to the Recipient Common Shares in book-entry form on the Common Share registrar maintained by the Warrant Agent for such purpose, or, at the election of the Warrantholder, duly executed certificates representing, in case of (x) or (y), the aggregate number of Common Shares issuable upon such exercise (based upon the aggregate number of Warrants so exercised) (A) unless clause (B) is applicable, for the benefit and in the name of the Exercising Owner or (B) for the benefit and in the name of such Person (other than the Exercising Owner) designated by the Exercising Owner submitting the applicable Exercise Notice (the "**Recipient**"). The Person on whose behalf and in whose name any Common Shares are registered shall for all purposes be deemed to have become the holder of record of such Common Shares as of the Close of Business on the applicable Exercise Date. The Company covenants that all Common Shares which may be issued upon exercise of Warrants will be, upon payment of the Exercise Price (if applicable) and issuance thereof, fully paid and nonassessable, free of preemptive rights and (except as specified in the proviso to Section 3.11) free from all documentary, stamp or similar issue or transfer taxes in respect of the issuance thereof, and all liens, charges and security interests with respect to the issuance thereof.

(c) Promptly after the Warrant Agent has taken the action required by this Section 3.5 (or at such later time as may be mutually agreeable to the Company and the Warrant Agent), the Warrant Agent shall account to the Company with respect to the consummation of any exercise of any Warrants.

Section 3.6 No Fractional Common Shares to Be Issued.

(a) Notwithstanding anything to the contrary in this Warrant Agreement, the Company shall not be required to issue any fraction of a Common Share upon exercise of any Warrants.

(b) If any fraction of a Common Share would, except for the provisions of this Section 3.6, be issuable on the exercise of any Warrants, the Company shall make a cash

payment in lieu of issuing such fractional Common Share equal to the Fair Market Value of one Common Share, as determined on the date the Warrant is presented for exercise, multiplied by such fraction, rounded to the nearest whole cent. All Warrants exercised by a Warrantholder on the same Exercise Date shall be aggregated for purposes of determining the number of Common Shares to be delivered pursuant to Section 3.5(b).

(c) Each Warrantholder, by its acceptance of an interest in a Warrant, expressly waives its right to any fraction of a Common Share upon its exercise of such Warrant.

Section 3.7 Acquisition of Warrants by Company. The Company shall have the right, except as limited by Law, to purchase or otherwise to acquire one or more Warrants at such times, in such manner and for such consideration as agreed by the Company and the applicable Warrantholder.

Section 3.8 Validity of Exercise. All questions as to the validity, form and sufficiency (including time of receipt) of a Warrant exercise shall be determined by the Company in good faith in accordance with the terms of this Warrant Agreement and the Warrants, which determination, absent manifest error, shall be final and binding with respect to the Warrant Agent. The Warrant Agent shall incur no liability for or in respect of and, except to the extent such liability arises from the Warrant Agent's gross negligence, willful misconduct, bad faith or material breach of this Warrant Agreement (as determined by a court of competent jurisdiction in a final non-appealable judgment) and shall be indemnified and held harmless by the Company for acting or refraining from acting upon, or as a result of, such determination by the Company. The Company reserves the absolute right to waive any of the conditions to the exercise of Warrants or defects in Exercise Notices with regard to any particular exercise of Warrants.

Section 3.9 Certain Calculations.

(a) The Warrant Agent shall be responsible for performing all calculations, except for the case of Cashless Settlements, required in connection with the exercise and settlement of the Warrants as described in this Article 3. In connection therewith, the Warrant Agent shall provide prompt written notice to the Company, in accordance with Section 3.5(a)(iv), of the number of Common Shares deliverable upon exercise and settlement of Warrants. The Company shall be responsible for all calculations and determinations required in connection with any Cashless Settlements and shall provide written notification to the Warrant Agent of the Cashless Settlement Share Amount to be issued on the Settlement Date for any Cashless Settlement. The Warrant Agent shall not be responsible for performing the calculations set forth in Article 4.

(b) The Warrant Agent shall not be accountable with respect to the validity or value of any Common Shares that may at any time be issued or delivered upon the exercise of any Warrant, and it makes no representation with respect thereto. The Warrant Agent shall not be responsible, to the extent not arising from the Warrant Agent's gross negligence, willful misconduct or bad faith (as determined by a court of competent jurisdiction in a final non-appealable judgment), for any failure of the Company to issue, transfer or deliver any

Common Shares, or to comply materially with any of the covenants of the Company contained in this Article 3 of this Warrant Agreement.

Section 3.10 Reservation and Listing of Common Shares. The Company will at all times reserve and keep available, out of its authorized but unissued Common Shares, solely for the purpose of providing for the exercise of the Warrants, the aggregate number of Common Shares then issuable upon exercise of the Warrants at any time. The Company will procure, at its sole expense, the listing of the Common Shares issued upon exercise of the Warrants on all National Securities Exchanges on which the Common Shares are then listed. The Company shall take all action reasonably necessary to ensure that the Common Shares will be issued without violation of any applicable Law or regulation or of any requirement of any securities exchange on which the Common Shares are listed or traded.

Section 3.11 Charges, Taxes and Expenses. Issuance of the Warrant Certificates evidencing Warrants and issuance of Common Shares upon the exercise of the Warrants shall be made without charge for any documentary, stamp or similar issue or transfer tax or other incidental expense in respect of the issuance thereof, all of which taxes and expenses shall be paid by the Company (excluding, for the avoidance of doubt, any income or withholding taxes); provided, however, that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of Warrant Certificates evidencing such Warrants or Common Shares in book-entry form or any certificates for Common Shares or payment of cash or other property in a name or to any Person other than the Warrantholder of the Warrant Certificate surrendered upon exercise or transfer, and the Company shall not be required to issue or deliver Warrant Certificates or Common Shares in book-entry form or any certificates for Common Shares or payment of cash or other property, as applicable, unless and until the Persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have reasonably demonstrated that such tax has been paid.

Section 3.12 Cancellation of Warrant Certificates. Any Definitive Warrant Certificate surrendered for exercise shall, if surrendered to the Company, be delivered to the Warrant Agent. All Warrant Certificates surrendered or delivered to or received by the Warrant Agent for cancellation pursuant to this Section 3.12 or Section 2.4(e) or ~~Section 2.4(k)~~Section 2.4(j) shall be promptly cancelled by the Warrant Agent and shall not be reissued by the Company. The Warrant Agent shall destroy any such cancelled Warrant Certificates and deliver its certificate of destruction to the Company, unless the Company shall otherwise direct.

Section 3.13 Withholding and Reporting Requirements. The Company shall comply with all applicable tax withholding and reporting requirements imposed by any governmental authority with respect to the Warrants and this Warrant Agreement, and all distributions, dividends or other payments requiring withholding under applicable law, including, as applicable, deemed distributions or dividends pursuant to the Warrants and any payment of cash in lieu of Common Shares payable in connection with the exercise of a Warrant, will be subject to applicable withholding and reporting requirements. Notwithstanding any provision hereof to the contrary, each of the Company and the Warrant Agent will be authorized to, at their discretion, (a) take any actions that may be reasonably necessary or appropriate to comply with such withholding and reporting requirements, (b) apply any cash amount otherwise deliverable to a Warrantholder (whether pursuant to this Warrant Agreement or otherwise) to pay (or, in the

case of the Company, reimburse the Company for) withholding taxes attributable to such Warrantholder ~~(or any predecessor in interest thereof)~~, (c) liquidate a portion of any non-cash amount (including Common Shares) otherwise deliverable to a Warrantholder (whether pursuant to this Warrant Agreement or otherwise) to generate sufficient funds to pay (or, in the case of the Company, reimburse the Company for) withholding taxes attributable to such Warrantholder ~~(or any predecessor in interest thereof)~~, (d) require reimbursement from any Warrantholder to the extent any withholding is required in respect of such Warrantholder ~~(or any predecessor in interest thereof) in~~ in the absence of any cash or property described in clauses (b) or (c), or (e) establish any other mechanisms it believes are reasonably necessary and appropriate, including requiring Warrantholders to (x) submit appropriate tax and withholding certifications (such as Internal Revenue Service Forms W-9 and the appropriate Internal Revenue Service Forms W-8, as applicable) or any other documentation reasonably requested to comply with any withholding under applicable law or (y) requiring Warrantholders to promptly pay to the Company in cash any withholding tax amount which is or was required to be paid under applicable law with respect to such Warrantholder ~~(or any predecessor in interest thereof)~~ as a condition of receiving the benefit of any adjustment as provided in this Warrant Agreement.

ARTICLE 4

ADJUSTMENTS

Section 4.1 Adjustments and Other Rights. The Exercise Price and the number of Common Shares for which each Warrant is exercisable pursuant to Article 3 of this Warrant Agreement shall be subject to adjustment from time to time in accordance with this Article 4; provided that (i) no single event shall be subject to adjustment under more than one subsection of this Article 4 so as to result in duplication and (ii) if any single event would otherwise require adjustment of the Exercise Price pursuant to more than one such subsection, the adjustment that provides the highest value relative to the rights and interests of each Warrantholder shall be made.

Section 4.2 ~~Stock~~Common Share Dividends, Distributions, Splits, Subdivisions, Reclassifications or Combinations. If the Company shall (i) declare a dividend or make a distribution on its Common Shares in Common Shares, (ii) split, subdivide, recapitalize, restructure or reclassify the outstanding Common Shares into a greater number of Common Shares or (iii) combine, recapitalize, restructure or reclassify the outstanding Common Shares into a smaller number of Common Shares, in each case other than upon a transaction to which Section 4.5 or Section 4.6 applies, the number of Common Shares issuable upon exercise of a Warrant at the time of the Record Date for such dividend or distribution or the effective date of such split, subdivision, combination, recapitalization, restructuring or reclassification shall be proportionately adjusted so that the Warrantholder, after such date, shall be entitled to purchase the number of Common Shares which such Warrantholder would have owned or been entitled to receive on such date had such Warrant been exercised immediately prior to such date. In such event, the Exercise Price in effect at the time of the Record Date for such dividend or distribution or the effective date of such split, subdivision, combination, recapitalization, restructuring or reclassification shall be adjusted to the number obtained by dividing (x) the product of (i) the number of Common Shares issuable upon the exercise of a Warrant before such adjustment and (ii) the Exercise Price in effect immediately prior to the Record Date or effective date, as the case

may be, for such dividend, distribution, split, subdivision, combination, recapitalization, restructuring or reclassification giving rise to this adjustment by (y) the new number of Common Shares issuable upon exercise of a Warrant determined pursuant to the immediately preceding sentence.

Section 4.3 Other Distributions. In case the Company shall fix a Record Date for the making of a distribution to all holders of its Common Shares of (a) ~~shares~~limited liability company interests of any class other than Common Shares, (b) evidence of indebtedness of the Company or any Subsidiary, (c) other securities, assets or cash (excluding dividends or distributions referred to in Section 4.2) or (d) rights or warrants (other than in connection with the adoption of a stockholder rights plan (or equivalent for entity types other than corporations)), in each such case, the Exercise Price in effect prior thereto shall be reduced immediately thereafter to the price obtained by multiplying the Exercise Price in effect immediately prior thereto by the fraction resulting from dividing (x) an amount equal to the difference resulting from (i) the number of Common Shares outstanding on such Record Date multiplied by the Fair Market Value of the Common Shares on the ~~trading date~~Business Day immediately prior to such Record Date less (ii) the Fair Market Value of said ~~shares~~limited liability company interests, evidences of indebtedness, assets, cash, rights or warrants to be so distributed in the aggregate to all Common Shares outstanding on such Record Date by (y) the number of Common Shares outstanding on such Record Date multiplied by the Fair Market Value of the Common Shares on the trading date immediately prior to such Record Date. Such adjustment shall be made successively whenever such a Record Date is fixed. In such event, the number of Common Shares issuable upon the exercise of a Warrant shall be increased to the number obtained by dividing (x) the product of (i) the number of Common Shares issuable upon the exercise of a Warrant before such adjustment and (ii) the Exercise Price in effect immediately prior to the Record Date for the distribution giving rise to this adjustment by (y) the new Exercise Price determined in accordance with the second preceding sentence. In the event that such distribution is not so made, the Exercise Price and the number of Common Shares issuable upon exercise of a Warrant then in effect shall be readjusted, effective as of the date when the Board determines not to distribute such ~~shares~~limited liability company interests, evidences of indebtedness, assets, cash, rights or warrants, as the case may be, to the Exercise Price that would then be in effect and the number of Common Shares that would then be issuable upon exercise of a Warrant if such Record Date had not been fixed.

Section 4.4 Dissolution, Total Liquidation or Winding Up. If at any time there is a voluntary or involuntary dissolution, total liquidation or winding-up of the Company, then the Company shall provide each Warrantholder with written notice of the date on which such dissolution, liquidation or winding-up shall take place (and, in any event, not less than 30 days before any date set for definitive action). Such notice shall also specify the date as of which the record holders of Common Shares shall be entitled to exchange their Common Shares for securities, money or other property deliverable upon such dissolution, liquidation or winding-up, as the case may be. On such date, each Warrantholder shall be entitled to receive, upon surrender of its Warrant for each Common Share then receivable upon exercise of such Warrant, the cash, securities or other property, less the Exercise Price for such Warrant then in effect, that such Warrantholder would have been entitled to receive in respect of such Common Share had such Warrant been exercised immediately prior to such dissolution, liquidation or winding-up. Upon receipt of such cash, securities or other property, any and all rights of such Warrantholder

to exercise such Warrant shall terminate in their entirety. If the cash, securities or other property distributable in respect of such Common Share in the dissolution, liquidation or winding-up has a Fair Market Value which is less than the Exercise Price for such Warrant then in effect, no such cash, securities or other property shall be delivered to such Warrantholder in respect of such Warrants and such Warrant shall terminate and be of no further force or effect upon the dissolution, liquidation or winding-up.

Section 4.5 Successor upon Consolidation, Merger and Sale of Assets.

(a) Other than with respect to a Liquidity Event, the Company may only consolidate or merge with any other Person (a "**Fundamental Equity Change**"), so long as the Company is the surviving Person, or, in the event that the Company is not the surviving Person:

(i) the successor to the Company assumes all of the Company's obligations under this Warrant Agreement and the Warrants; and

(ii) the successor to the Company provides written notice of such assumption to the Warrant Agent.

(b) In the case of any Fundamental Equity Change other than a Liquidity Event, the successor entity shall succeed to and be substituted for the Company with the same effect as if it had been named herein as the Company; provided, however, such successor entity shall provide the Warrant Agent with any such identifying ~~corporate~~company information as reasonably required by the Warrant Agent. Such successor entity thereupon may cause to be signed, and may issue any or all of the Warrants issuable pursuant to this Warrant Agreement which theretofore shall not have been signed by the Company; and, upon the order of such successor entity, instead of the Company, and subject to all the terms, conditions and limitations in this Warrant Agreement prescribed, the Warrant Agent shall authenticate and deliver, as applicable, any Warrants that previously shall have been signed and delivered by the officers of the Company to the Warrant Agent for authentication, and any Warrants which such successor entity thereafter shall cause to be signed and delivered to the Warrant Agent for such purpose.

(c) If a Liquidity Event is consummated prior to the Expiration Time, then any Warrants that are unexercised prior to the consummation of such Liquidity Event shall be deemed to have expired worthless and will be cancelled for no further consideration.

Section 4.6 Adjustment upon Reorganization Event.

(a) If there occurs any Fundamental Equity Change or any recapitalization, reorganization, consolidation, reclassification, change in the outstanding Common Shares (other than changes resulting from a subdivision or combination to which Section 4.2 applies), statutory share exchange, statutory unit exchange or other transaction (in each case, other than a Liquidity Event), in each case as a result of which the Common Shares would be converted into, changed into or exchanged for stock, other securities, other property or assets (including cash or any combination thereof) (each such event a "**Reorganization Event**"), then following the effective time of the Reorganization Event, the right to receive Common Shares upon exercise of a Warrant shall be changed to a right to receive, upon exercise of such Warrant, the kind and amount of shares of stock, units, other securities or other property or assets (including cash or

any combination thereof) that a holder of the number of Common Shares for which one Warrant is exercisable immediately prior to such Reorganization Event would have owned or been entitled to receive in connection with such Reorganization Event (the "**Reference Property**", with a "**Unit of Reference Property**" meaning the kind and amount of Reference Property that a holder of one Common Share is entitled to receive). In the event holders of Common Shares have the opportunity to elect the form of consideration to be received in a Reorganization Event, the type and amount of consideration into which the Warrants shall be exercisable from and after the effective time of such Reorganization Event shall be deemed to be the weighted average of the types and amounts of consideration received by the holders of Common Shares that have the right to make such election in such Reorganization Event. The Company hereby agrees not to become a party to any Reorganization Event unless its terms are consistent with this Section 4.6.

(b) At any time from, and including, the effective time of a Reorganization Event, the number of Common Shares that the Company would have been required to deliver upon exercise of the Warrants shall instead be deliverable in a corresponding number of Units of Reference Property and, in the case of Cashless Settlement, shall be determined based on the Fair Market Value of a Unit of Reference Property.

(c) On or prior to the effective time of any Reorganization Event, the Company or the successor or purchasing Person, as the case may be, shall execute an amendment to this Warrant Agreement providing that the Warrants shall be exercisable for Units of Reference Property in accordance with the terms of this Section 4.6. If the Reference Property in connection with any Reorganization Event includes shares of stock, units or other securities and assets of a Person other than the successor or purchasing Person, as the case may be, in such Reorganization Event, then the Company shall cause such amendment to this Warrant Agreement to be executed by such other Person and such amendment shall contain such additional provisions to protect the interests of the Warrantholder (for the benefit of the Beneficial Owners under this Warrant Agreement) as the Board shall reasonably consider necessary by reason of the foregoing. Any such amendment to this Warrant Agreement shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 4. In the event the Company shall execute an amendment to this Warrant Agreement pursuant to this Section 4.6, the Company shall promptly file with the Warrant Agent a certificate executed by a duly authorized officer of the Company briefly stating the reasons therefor, the kind or amount of cash, securities or property or assets that will comprise a Unit of Reference Property after the relevant Reorganization Event, any adjustment to be made with respect thereto and that all conditions precedent have been complied with. The Company shall cause notice of the execution of the amendment to be mailed to the Warrantholder, at its address appearing on the Warrant Register, within five Business Days after execution thereof.

(d) The above provisions of this Section 4.6 shall similarly apply to successive Reorganization Events.

(e) If this Section 4.6 applies to any event or occurrence, no other provision of this Article 4 shall apply to such event or occurrence (other than Section 4.5).

Section 4.7 Rounding of Calculations; Minimum Adjustments. All calculations under this Article 4 shall be made to the nearest one-tenth (1/10th) of a cent or to the nearest one-hundredth (1/100th) of a share or unit (as applicable), as the case may be. Any provision of this Article 4 to the contrary notwithstanding, no adjustment in the Exercise Price or the number of Common Shares issuable upon the exercise of a Warrant shall be made if the amount of such adjustment would be less than $0.01 or one-tenth (1/10th) of a Common Share, respectively, but any such amount shall be carried forward and an adjustment with respect thereto shall be made at the time of and together with any subsequent adjustment which, together with such amount and any other amount or amounts so carried forward, shall aggregate $0.01 or 1/10th of a Common Share, respectively, or more, subject in all cases to Section 3.6.

Section 4.8 Timing of Issuance of Additional Common Shares Upon Certain Adjustments. In any case in which the provisions of this Article 4 shall require that an adjustment shall become effective immediately after a Record Date for an event, the Company may defer until the occurrence of such event (i) issuing to each Warrantholder of a Warrant exercised after such Record Date or date of such agreement and before the occurrence of such event, issuance or sale the additional Common Shares issuable upon such exercise by reason of the adjustment required by such Record Date or agreement over and above the Common Shares issuable upon such exercise before giving effect to such adjustment and (ii) paying to such Warrantholder any amount of cash in lieu of a fractional Common Share.

Section 4.9 Statement Regarding Adjustments. Whenever the Exercise Price or the number of Common Shares issuable upon exercise of a Warrant shall be adjusted as provided in this Article 4, the Company shall promptly, and in any event within three Business Days, file, at the principal office of the Company, a statement showing in reasonable detail the facts requiring such adjustment and the Exercise Price that shall be in effect and the number of Common Shares issuable upon exercise of a Warrant after such adjustment. The Company shall also cause a copy of such statement to be delivered to each Warrantholder at the address appearing in the Company's records, and shall be available upon request to any Beneficial Owner.

Section 4.10 Notice of Adjustment Event. In the event that (i) the Company shall propose to take any action of the type described in this Article 4 or (ii) the Company fixes any Record Date for any event, the Company shall give notice to each Warrantholder, in the manner set forth in Section 4.9, which notice shall specify the Record Date, if any, with respect to any such action and the approximate date on which such action is to take place. Such notice shall also set forth the facts with respect thereto (including the material terms with respect to any contemplated transaction) and indicate the effect on the Exercise Price and the number, kind or class of shares, units or other securities or property which shall be deliverable upon exercise or exchange of a Warrant, if any. Such notice shall be given at least 10 ~~days~~Business Days prior to the taking of such proposed action; provided that notice of any Liquidity Event shall be given at least 21 days prior to the taking of such proposed action. Failure to give such notice, or any defect therein, shall not affect the legality or validity of any such action. Nothing herein shall prohibit the Warrantholders from exercising their Warrants during the 10 ~~day~~Business Day period commencing on the date of such notice (21 days in the case of a Liquidity Event).

Section 4.11 Adjustment Rules. Any adjustments pursuant to this Article 4 shall be made successively whenever an event referred to herein shall occur. If an adjustment in the

Exercise Price made hereunder would reduce the Exercise Price to an amount below the par value (if any) of the Common Shares, then such adjustment in the Exercise Price made hereunder shall reduce the Exercise Price to the par value (if any) of the Common Shares and then, so long as the Company shall have taken any ~~corporate~~company action which would, in the opinion of its counsel, be necessary in order that the Company may validly issue Common Shares at the Exercise Price as so adjusted in accordance with its obligations under Section 3.9, to such lower par value (if any) as may then be established.

Section 4.12 Optional Tax Adjustment. The Company may at its option, at any time prior to the Expiration Time, increase the number of Common Shares into which each Warrant is exercisable, or decrease the Exercise Price for such Warrant, in addition to those changes otherwise required by this Article 4, as deemed advisable by the Board, in order that any event treated for Federal income tax purposes as a dividend of stock or stock rights shall not be taxable to the recipients or that such tax shall be diminished.

Section 4.13 Stockholder Rights Plans or Equivalent. If the Company has a stockholder rights plan (or equivalent for entity types other than corporations) in effect with respect to the Common Shares, upon exercise of a Warrant the applicable Exercising Owner shall be entitled to receive, in addition to the Common Shares, the rights under such stockholder rights plan (or equivalent for entity types other than corporations), subject to readjustment in the event of the expiration, termination or redemption of such rights.

ARTICLE 5

OTHER PROVISIONS RELATING TO RIGHTS OF WARRANTHOLDERS

Section 5.1 No Rights as ~~Stockholders~~Unitholders. Nothing contained in this Warrant Agreement shall be construed as conferring upon any Person, by virtue in and of itself of holding a Warrant Certificate evidencing any Warrant or having a beneficial interest in a Warrant, the right to vote, receive any dividend or other distribution, receive notice of, or attend, any meeting of ~~stockholders~~unitholders or otherwise exercise any rights whatsoever, in each case, as a ~~stockholder~~unitholder of the Company to the extent such vote, dividend, giving of notice, meeting or other exercise of rights (or, if applicable, the relevant Record Date therefor) precedes the Close of Business on the Exercise Date with respect to the exercise of such Warrant. No Warrantholder shall have any right not expressly conferred hereunder or under, or by applicable Law with respect to, the Warrant Certificate held by such holder.

Section 5.2 Modification/Amendment.

(a) This Warrant Agreement or the Warrants may be modified or amended by the Company and the Warrant Agent, without the consent of any Warrantholder, for the purposes of (i) curing any ambiguity or correcting or supplementing any defective provision contained in this Warrant Agreement or (ii) providing for the assumption of the Company's obligations pursuant to Section 4.5; provided that, in each case, any such modification or amendment does not adversely affect the interests of the Warrantholders in any material respect.

(b) This Warrant Agreement or the Warrants may be modified or amended, or noncompliance with any provision of the Warrant Agreement or the Warrants may be waived, only upon the written consent of the Required Warrantholders and the Company; provided, however, that any modification, amendment or waiver that adversely affects the interests of a Warrantholder disproportionately relative to any other Warrantholder (including any Beneficial Owner) in any material respect shall require the written consent of such Warrantholder so affected; provided, further, no such modification, amendment or waiver may, without the written consent or the affirmative vote of each Warrantholder affected (A) change the Expiration Time to an earlier time or date; or (B) increase the Exercise Price or decrease the number of Common Shares for which a Warrant is exercisable (except as set forth in Article 4) or (C) modify or amend Sections 5.4 or 5.5 hereof. Any consent delivered by electronic means shall be deemed to constitute written consent.

(c) Upon execution and delivery of any amendment pursuant to this Section 5.2, such amendment shall be considered a part of this Warrant Agreement for all purposes and every Warrantholder holding a Warrant Certificate theretofore or thereafter countersigned and delivered hereunder shall be bound thereby.

(d) In determining whether the Required Warrantholders have concurred in any direction, notice, waiver or consent, Warrants beneficially owned by the Company, any Subsidiary of the Company or any Affiliate of the Company or any Subsidiary of the Company, shall be considered as though not outstanding; provided that, for the purposes of determining whether the Warrant Agent will be protected in conclusively relying on any such direction, notice, waiver or consent, only Warrants that a responsible officer of the Warrant Agent knows are so owned will be so disregarded.

Section 5.3 Rights of Action. All rights of action against the Company in respect of this Warrant Agreement are vested in the Warrantholders, and any Warrantholder, without the consent of the Warrant Agent or any other Warrantholder, may, on such Warrantholder's own behalf and for such Warrantholder's own benefit, enforce and may institute and maintain any suit, action or proceeding against the Company suitable to enforce, or otherwise in respect of, such Warrantholder's right to exercise such Warrantholder's Warrants in the manner provided in this Warrant Agreement.

Section 5.4 Issuance Obligation Remedies. ~~Nothing~~Subject to Section 5.6(c), nothing in this Warrant Agreement shall limit the right of any Warrantholder to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance or injunctive relief with respect to the Company's violation of its obligations under this Warrant Agreement, including, without limitation, any failure by the Company to timely issue Common Shares upon exercise of such Warrant as required pursuant to the terms hereof.

Section 5.5 No Impairment.

(a) The Company will not, by amendment to its ~~Company's~~ certificate of ~~incorporation or bylaws~~formation or LLC Agreement or through reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary

action, avoid or seek to avoid the observance or performance of any of the terms of the Warrants or this Warrant Agreement, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Warrantholders and the Beneficial Owners under this Warrant Agreement against impairment.

(b) Without limiting the generality of the foregoing, the Company will (i) not increase the par value (if any) of any Common Shares obtainable upon the exercise of the Warrants and (ii) take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Common Shares upon the exercise of the Warrants.

(c) Before taking any action that would cause an adjustment reducing the Exercise Price below the then par value (if any) of the Common Shares, the Company will take any ~~corporate~~company action that may be necessary in order that the Company may validly and legally issue fully paid and non-assessable ~~shares of~~ Common Shares at such adjusted Exercise Price.

Section 5.6 Information Rights.

(a) Warrantholders and Beneficial Owners (other than Competitors) shall, within a reasonable time after the Company's receipt of a written request given to it (with such information as the Company may require) in accordance with Section 6.14, be granted access to, or be provided, the following; provided that (A) prior to the receipt by any Warrantholder or Beneficial Owner of any of the documents set forth in clauses (i) through (iii) below, or access to the call described in clause (iv) below, such Warrantholder or Beneficial Owner shall have delivered to the Company (x) a customary non-disclosure agreement (which may be on a "click-through" basis) in a form acceptable to the Board and (y) an acknowledgement in writing (which may, at the Company's election, be on a "click-through" basis) that such Warrantholder or Beneficial Owner has received a copy of the LLC Agreement and acknowledges that it shall be bound by the terms and conditions of the LLC Agreement as an LLC Direct Owner or an LLC Beneficial Owner, as applicable, upon issuance of Common Shares upon the exercise of any Warrant directly or indirectly by such Warrantholder or Beneficial Owner, and (B) the documents set forth in clauses (i) through (iii) below may be provided by granting such Warrantholder or Beneficial Owner access to a confidential website or other portal, such as Intralinks or Epiq, and posting such information on such website or other portal. If a Warrantholder or Beneficial Owner does not provide the non-disclosure agreement described in clause (A)(x) of the proviso in the immediately preceding sentence, or the acknowledgment described in clause (A)(y) of the immediately preceding sentence, then the Company's obligation to grant access to such Warrantholder or Beneficial Owner to the documents set forth in clauses (i) through (iii) below, or access to the call described in clause (iv) below, shall be deemed satisfied.

(i) [within 90 days after the end of each fiscal year of the Company, commencing with the fiscal year ending December 31, [2023], (A) a copy of the audited consolidated balance sheet of the Company and its consolidated

Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, in each case, in accordance with GAAP, and (B) a management's discussion and analysis of the important operational and financial developments during such fiscal year;

(ii) within 45 days [(or 75 days, in the case of the fiscal quarter of the Company ending June 30, 2023)] after the end of each of the first three quarterly periods of each fiscal year of the Company, commencing with the fiscal quarter ending [●], [2023], (A) the unaudited consolidated balance sheet of the Company and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, in each case in accordance with GAAP (subject to normal year-end audit adjustments and the lack of complete footnotes) and (B) a management's discussion and analysis of the important operational and financial developments during such fiscal quarter];

(iii) a copy of the LLC Agreement; and

(iv) a quarterly "earnings call" which shall take place as promptly as reasonably practicable after the distribution of the financial statements for the applicable quarter.][10]

(b) A Warrantholder or Beneficial Owner may provide the information provided pursuant to clauses (i) through (iii) of Section 5.6(a) to any bona fide prospective transferee (other than Competitors) of the Warrants as follows: such Warrantholder or Beneficial Owner shall give notice to the Company of the proposed transferee (and the proposed transferee's e-mail address(es)) and the Company will then send to the proposed transferee by e-mail or other electronic communication a link to a website or other portal from which the applicable information and a copy of the LLC Agreement may be accessed subject to such proposed transferee having delivered to the Company (x) a customary non-disclosure agreement in favor of the Company in a form acceptable to the Board (which may, at the Company's election, be on a "click-through" basis) and (y) an acknowledgement in writing (which may, at the Company's election, be on a "click-through" basis) from such proposed transferee that such proposed transferee has received a copy of the LLC Agreement and acknowledges that such proposed transferee shall be bound by the terms and conditions of the LLC Agreement as an LLC Direct Owner or an LLC Beneficial Owner, as applicable, upon issuance of Common Shares upon the exercise of any Warrant directly or indirectly by such proposed transferee (if such proposed transferee becomes a Warrantholder or Beneficial Owner). If a proposed transferee does not provide the non-disclosure agreement described in clause (x) of the immediately preceding sentence, or the acknowledgment described in clause (y) of the immediately preceding sentence, then the Company's obligation to grant access to such proposed transferee to the applicable information and a copy of the LLC Agreement shall be deemed satisfied. For the avoidance of doubt, the Company shall be under no

[10] NTD: To be conformed with section 11.1(c) of the LLC Agreement, when finalized.

obligation to provide, or otherwise make available, any information to any proposed transferee if such proposed transferee is deemed to be a Competitor as determined by the Company in its sole and absolute discretion.

(c) Notwithstanding anything to the contrary in this Warrant Agreement, including without limitation Section 5.4 and Section 6.17, the sole and exclusive remedy for breach of any obligation of the Company under Section 5.6(a) shall be specific performance, and each Warrantholder and each Beneficial Owner hereby waives all other rights and remedies that may be available to it in respect of any such breach to the fullest extent permitted by applicable Law.

(d) Each Beneficial Owner (other than a Competitor) is hereby expressly made a third-party beneficiary solely for purposes of the rights granted to them pursuant to Section 5.6.

Section 5.7 LLC Agreement Provisions Binding Upon Exercise. Each Person that becomes an LLC Member or an LLC Beneficial Owner of the Common Shares issued upon exercise of the Warrants shall automatically become admitted as an LLC Member or an LLC Beneficial Owner, as applicable, upon such Person's receipt of the Common Shares (whether direct or indirect) issued upon exercise of the Warrants without the need to execute the LLC Agreement or a joinder thereto, and shall have all of the rights, and be subject to all of the obligations, set forth in the LLC Agreement with respect to LLC Members and LLC Beneficial Owners, as applicable, and as provided under the Delaware LLC Act. Each Person that becomes an LLC Direct Owner or an LLC Beneficial Owner upon exercise of the Warrants shall be deemed to represent and warrant to the Company that such Person: (A) has received (or otherwise had made available to it), read and understood the LLC Agreement, (B) acknowledges and understands that such Person shall have all the rights, and be subject to all the obligations, set forth in the LLC Agreement with respect to LLC Direct Owners and LLC Beneficial Owners and as provided under the Delaware LLC Act, as if such Person had directly executed the LLC Agreement as a party and (C) ratifies and confirms each and every Article, Section and provision of the LLC Agreement. Furthermore, each such Person that becomes an LLC Direct Owner or an LLC Beneficial Owner upon exercise of the Warrants shall be deemed to represent and warrant to the Company that the LLC Agreement constitutes the legal, valid and binding obligation of such Person and it is enforceable against it in accordance with its terms, subject to applicable insolvency, bankruptcy or other laws affecting creditors' rights generally or by general principles of equity.

ARTICLE 6

CONCERNING THE WARRANT AGENT AND OTHER MATTERS

Section 6.1 Change of Warrant Agent.

(a) The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder (except for liability arising as a result of the Warrant Agent's own gross negligence, willful misconduct bad faith or material breach of this Warrant Agreement) after giving 60 days' notice in writing to the

Company, except that such shorter notice may be given as the Company shall, in writing, accept as sufficient. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor warrant agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of 30 days after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated warrant agent or by the Required Warrantholders, then the Required Warrantholders may appoint a successor warrant agent.

(b) The Warrant Agent may be removed by the Company at any time upon 30 days' written notice to the Warrant Agent; provided, however, that the Company shall not remove the Warrant Agent until a successor warrant agent meeting the qualifications hereof shall have been appointed; provided, further, that, until such successor warrant agent has been appointed, the Company shall compensate the Warrant Agent in accordance with Section 6.2.

(c) Any successor warrant agent~~, whether appointed by the Company or by such a court,~~ shall be a corporation or banking association organized, in good standing and doing business under the Laws of the United States of America or any state thereof or the District of Columbia, and authorized under such Laws to exercise corporate trust powers and subject to supervision or examination by federal or state authority and having a combined capital and surplus of not less than $50,000,000. The combined capital and surplus of any such successor warrant agent shall be deemed to be the combined capital and surplus as set forth in the most recent report of its condition published prior to its appointment; provided that such reports are published at least annually pursuant to Law or to the requirements of a federal or state supervising or examining authority.

(d) After acceptance in writing of such appointment by the successor warrant agent, such successor warrant agent shall be vested with all the authority, powers, rights, immunities, duties and obligations of its predecessor warrant agent with like effect as if originally named as warrant agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor warrant agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor warrant agent all the authority, powers and rights of such predecessor warrant agent hereunder; and upon request of any successor warrant agent, the Company shall make, execute, acknowledge and deliver any and all instruments in writing to more fully and effectually vest in and conform to such successor warrant agent all such authority, powers, rights, immunities, duties and obligations. Upon assumption by a successor warrant agent of the duties and responsibilities hereunder, the predecessor warrant agent shall deliver and transfer, at the expense of the Company, to the successor warrant agent any property at the time held by it hereunder. As soon as practicable after such appointment, the Company shall give notice thereof to the predecessor warrant agent and each transfer agent for its Common Shares. Failure to give such notice, or any defect therein, shall not affect the validity of the appointment of the successor warrant agent.

(e) Any entity into which the Warrant Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Warrant Agent shall be a party, or any Person succeeding to all or substantially all of the corporate trust or agency business of the Warrant Agent, shall be the successor warrant agent under this Warrant Agreement without the execution or filing of any

paper or any further act on the part of any of the parties hereto; provided, however, that such entity would be eligible for appointment as a successor warrant agent under Section 6.1(c).

Section 6.2 Compensation; Further Assurances. The Company agrees that it will (a) pay the Warrant Agent reasonable compensation for its services as Warrant Agent in accordance with Exhibit C attached hereto and, except as otherwise expressly provided, will pay or reimburse the Warrant Agent upon written demand for all reasonable and documented expenses, disbursements and advances incurred or made by the Warrant Agent in accordance with any of the provisions of this Warrant Agreement (including the reasonable and documented compensation, expenses and disbursements of its counsel incurred in connection with the execution and administration of this Warrant Agreement), except any such expense, disbursement or advance as may arise from its or any of their gross negligence, willful misconduct or bad faith, and (b) perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Warrant Agreement. The Warrant Agent agrees to provide the Company with prior written notice of the retention of counsel whose compensation, expenses and disbursements are to be paid or reimbursed by the Company under this Section 6.2.

Section 6.3 Reliance on Counsel. The Warrant Agent may consult with legal counsel (who may be legal counsel for the Company), and the written opinion of such counsel or any advice of legal counsel subsequently confirmed by a written opinion of such counsel shall be full and complete authorization and protection to the Warrant Agent as to any action taken or omitted by it in good faith and in accordance with such written opinion or advice.

Section 6.4 Proof of Actions Taken. Whenever in the performance of its duties under this Warrant Agreement the Warrant Agent shall deem it necessary or desirable that any matter be proved or established by the Company prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the good faith of the Warrant Agent, be deemed to be conclusively proved and established by a certificate executed by a duly authorized officer of the Company delivered to the Warrant Agent, and such certificate shall, in the good faith of the Warrant Agent, be relied upon by the Warrant Agent for any action taken, suffered or omitted in good faith by it under the provisions of this Warrant Agreement; provided that in its discretion, the Warrant Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

Section 6.5 Correctness of Statements. The Warrant Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Warrant Agreement (except its countersignature thereof) or be required to verify the same, and all such statements and recitals are and shall be deemed to have been made by the Company only.

Section 6.6 Validity of Agreement. From time to time, the Warrant Agent may apply to any duly authorized officer of the Company for instruction, and the Company shall provide the Warrant Agent with such instructions concerning the services to be provided hereunder. The Warrant Agent shall not be held to have notice of any change of authority of any Person, until receipt of notice thereof from the Company. The Warrant Agent shall not be responsible for any

breach by the Company of any covenant or condition contained in this Warrant Agreement, nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Common Shares to be issued pursuant to this Warrant Agreement or any Warrants or as to whether any Common Shares will, when issued, be validly issued, fully paid and nonassessable. The Warrant Agent and its agents and subcontractors shall not be liable and shall be indemnified by the Company for any action taken or omitted by Warrant Agent in reliance in good faith upon any Company instructions except to the extent that the Warrant Agent had actual knowledge of facts and circumstances that would render such reliance unreasonable.

Section 6.7 Use of Agents. The Warrant Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, provided that the Warrant Agent shall remain responsible for the activities or omissions of any such agent or attorney and reasonable care has been exercised in the selection and in the continued employment of such attorney or agent.

Section 6.8 Liability of Warrant Agent. The Warrant Agent shall incur no liability or responsibility to the Company or to any Warrantholder for any action taken or not taken (a) in reliance on any notice, resolution, waiver, consent, order, certificate, or other paper, document or instrument reasonably believed by it to be genuine and to have been signed, sent and presented by the proper party or parties or (b) in relation to its services under this Warrant Agreement, unless such liability arises out of or is attributable to the Warrant Agent's gross negligence, material breach of this Warrant Agreement, willful misconduct or bad faith. The Company agrees to indemnify the Warrant Agent and save it harmless against any and all losses, expenses and liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted in good faith by the Warrant Agent in the execution of this Warrant Agreement or otherwise arising in connection with this Warrant Agreement, except as a result of the Warrant Agent's gross negligence, material breach of this Warrant Agreement, willful misconduct or bad faith (as determined by a court of competent jurisdiction in a final non-appealable judgment). The Warrant Agent shall be liable hereunder only for its gross negligence, material breach of this Warrant Agreement, fraud, willful misconduct or bad faith (as determined by a court of competent jurisdiction in a final non-appealable judgment), for which the Warrant Agent is not entitled to indemnification under this Warrant Agreement. For the avoidance of doubt, this Section 6.8 does not apply to tax matters.

Section 6.9 Legal Proceedings. The Warrant Agent shall be under no obligation to institute any action, suit or legal proceeding or to take any other action likely to involve expense unless the Company or any Warrantholder shall furnish the Warrant Agent with reasonable indemnity for any costs and expenses which may be incurred, but this provision shall not affect the power of the Warrant Agent to take such action as the Warrant Agent may consider proper, whether with or without any such security or indemnity. The Warrant Agent shall promptly notify the Company and each Warrantholder in writing of any claim made or action, suit or proceeding instituted against it arising out of or in connection with this Warrant Agreement.

Section 6.10 Actions as Agent.

(a) The Warrant Agent shall act hereunder solely as agent and not in a ministerial or fiduciary capacity, and its duties shall be determined solely by the provisions hereof. The duties and obligations of the Warrant Agent shall be determined solely by the express provisions of the Warrant Agreement or of the Warrant Certificates, and the Warrant Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in the Warrant Agreement or in the Warrant Certificates. No implied covenants or obligations shall be read into the Warrant Agreement against the Warrant Agent. The Warrant Agent shall not be liable for anything that it may do or refrain from doing in good faith in connection with this Warrant Agreement except for its own gross negligence, willful misconduct or bad faith.

(b) The Warrant Agent shall not, by countersigning Warrant Certificates or by any other act hereunder, be deemed to make any representations as to validity or authorization of the Warrants or the Warrant Certificates (except as to its countersignature thereon). The Warrant Agent shall not be responsible for any failure of the Company to make any cash payment or to issue, transfer or deliver any Common Shares or stock certificates or other securities or property upon the surrender of any Warrant Certificate for the purpose of exercise or upon any adjustment pursuant to Article 4 hereof or to comply with any of the covenants of the Company contained in Article 4 hereof.

(c) The Warrant Agent shall not (i) be liable for any recital or statement of fact contained herein or in the Warrant Certificates or for any action taken, suffered or omitted by it in good faith on the belief that any Warrant Certificate or any other documents or any signatures are genuine or properly authorized, (ii) be responsible for any failure on the part of the Company to comply with any of its covenants and obligations contained in this Warrant Agreement or in the Warrant Certificates or (iii) be liable for any act or omission in connection with this Warrant Agreement except for its own gross negligence, bad faith or willful misconduct.

(d) The Warrant Agent is hereby authorized to accept and protected in accepting instructions with respect to the performance of its duties hereunder by Company Order and to apply to any such officer named in such Company Order for instructions (which instructions will be promptly given in writing when requested), and the Warrant Agent shall not be liable for any action taken or suffered to be taken by it in good faith in accordance with the instructions in any Company Order.

Section 6.11 Appointment and Acceptance of Agency. The Company hereby appoints the Warrant Agent to act as agent for the Company in accordance with the instructions set forth in this Warrant Agreement, and the Warrant Agent hereby accepts the agency established by this Warrant Agreement and agrees to perform the same upon the terms and conditions set forth in this Warrant Agreement and in the Warrant Certificates or as the Company and the Warrant Agent may hereafter agree, by all of which the Company and the Warrantholders of Warrant Certificates, by their acceptance thereof, shall be bound; provided, however, that the terms and conditions contained in the Warrant Certificates are subject to and governed by this Warrant Agreement or any other terms and conditions hereafter agreed to by the Company and the Warrant Agent.

Section 6.12 Appointment of Countersigning Agent.

(a) The Warrant Agent may appoint a Countersigning Agent or Agents which shall be authorized to act on behalf of the Warrant Agent to countersign Warrant Certificates issued upon original issue and upon exchange, registration of transfer or pursuant to ~~Section 2.8~~Section 2.5, and Warrant Certificates so countersigned shall be entitled to the benefits of this Warrant Agreement equally and proportionately with any and all other Warrant Certificates duly executed and delivered hereunder. Wherever reference is made in this Warrant Agreement to the countersignature and delivery of Warrant Certificates by the Warrant Agent or to Warrant Certificates countersigned by the Warrant Agent, such reference shall be deemed to include countersignature and delivery on behalf of the Warrant Agent by a Countersigning Agent and Warrant Certificates countersigned by a Countersigning Agent. Each Countersigning Agent shall be acceptable to the Company and shall at the time of appointment be a corporation doing business under the Laws of the United States of America or any State thereof in good standing, authorized under such Laws to act as Countersigning Agent, and having a combined capital and surplus of not less than $25,000,000. The combined capital and surplus of any such new Countersigning Agent shall be deemed to be the combined capital and surplus as set forth in the most recent annual report of its condition published by such Countersigning Agent prior to its appointment; provided, however, such reports are published at least annually pursuant to Law or to the requirements of a Federal or state supervising or examining authority.

(b) Any corporation into which a Countersigning Agent may be merged or any corporation resulting from any consolidation to which such Countersigning Agent shall be a party, shall be a successor Countersigning Agent without any further act; provided, that, such corporation would be eligible for appointment as a new Countersigning Agent under the provisions of Section 6.12(a), without the execution or filing of any paper or any further act on the part of the Warrant Agent or the Countersigning Agent. Any such successor Countersigning Agent shall promptly cause notice of its succession as Countersigning Agent to be given in accordance with Section 6.14 to each Warrantholder of a Warrant Certificate at such Warrantholder's last address as shown on the Warrant Register.

(c) A Countersigning Agent may resign at any time by giving 30 days' prior written notice thereof to the Warrant Agent and to the Company. The Warrant Agent may at any time terminate the agency of a Countersigning Agent by giving 30 days' prior written notice thereof to such Countersigning Agent and to the Company.

(d) The Warrant Agent agrees to pay to each Countersigning Agent from time to time reasonable compensation for its services under this Section 6.12 and the Warrant Agent shall be entitled to be reimbursed for such payments, subject to the provisions of Section 6.2.

(e) Any Countersigning Agent shall have the same rights and immunities as those of the Warrant Agent set forth in Section 6.8 and Section 6 10.

Section 6.13 Successors and Assigns. All the covenants and provisions of this Warrant Agreement by or for the benefit of the Company or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns hereunder. The Warrant Agent may assign this Warrant Agreement or any rights and obligations hereunder, in whole or in part,

to an Affiliate thereof with the prior consent of the Company, provided that the Warrant Agent may make such an assignment without consent of the Company to any successor to the Warrant Agent by consolidation, merger or transfer of its assets subject to the terms and conditions of this Warrant Agreement.

Section 6.14 Notices. Any notice or demand authorized by this Warrant Agreement to be given or made to the Company shall be sufficiently given or made if sent by mail first-class, postage prepaid, addressed (until another address is filed in writing by the Company with the Warrant Agent) or electronic mail, as follows:

[~~*insert issuer*~~Revlon LLC]
[~~One New York Plaza~~55 Water Street
New York, New York ~~10004~~ 10041
Attention: Andrew Kidd, EVP, General Counsel
Matthew Kvarda, Interim Chief Financial Officer
Email: Andrew.Kidd@revlon.com
Mkvarda@alvarezandmarsal.com]~~9~~[11]

Any notice or demand authorized by this Warrant Agreement to be given or made to the Warrant Agent shall be sufficiently given or made if sent by mail first-class, postage prepaid, addressed (until another address is filed in writing by the Warrant Agent with the Company) or electronic mail, as follows:

American Stock Transfer & Trust Company, LLC
~~[*insert warrant agent*]~~

~~[[_____]~~

~~[_____~~]6201 15th Avenue
Brooklyn, NY 11219
Attention: ~~[_____~~]General Counsel
Email: ~~[_____]]~~[10]legalteamUS@equiniti.com

Any notice or demand authorized by this Warrant Agreement to be given or made to any Warrantholder shall be sufficiently given or made if sent by first-class mail, postage prepaid or electronic mail to the last address of the Warrantholder as it shall appear on the Warrant Register, with a copy (which shall not constitute notice) to its counsel listed on such Warrant Register.

Section 6.15 Applicable Law; Jurisdiction. The validity, interpretation and performance of this Warrant Agreement and the Warrant Certificates evidencing the Warrants shall be governed in accordance with the Laws of the State of New York, without giving effect to

~~9~~[11] NTD: Issuer/PW to confirm.

~~10 NTD: Warrant Agent/its counsel to provide.~~

the principles of conflicts of Laws thereof that would result in the application of Law of another jurisdiction. The parties hereto irrevocably consent to the exclusive jurisdiction of the courts of the State of New York and any federal court located in such state in connection with any action, suit or proceeding arising out of or relating to this Warrant Agreement or the Warrant Certificates issued hereunder. Each party agrees to commence any such suit, action or proceeding in such court. Each party hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any suit, action or proceeding with respect to this Warrant Agreement or the Warrant Certificates issued hereunder, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve process in accordance with this Section 6.15, that its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and to the fullest extent permitted by applicable Law, that the suit, action or proceeding in any such court is brought in an inconvenient forum, or that this Warrant Agreement or the Warrant Certificates issued hereunder, or the subject matter hereof, may not be enforced in or by such courts and further irrevocably waives, to the fullest extent permitted by applicable Law, the benefit of any defense that would hinder, fetter or delay the levy, execution or collection of any amount to which the party is entitled pursuant to the final judgment of any court having jurisdiction. Each party irrevocably consents to the service of process out of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered mail, postage prepaid, to such party at its mailing address determined in accordance with this Warrant Agreement, such service of process to be effective upon acknowledgment of receipt of such registered mail. Nothing herein shall affect the right of any party to serve process in any other manner permitted by Law.

Section 6.16 Waiver of Jury Trial. EACH OF THE COMPANY AND THE WARRANT AGENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS WARRANT AGREEMENT OR A WARRANT CERTIFICATE EVIDENCING A WARRANT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PERSON HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PERSON MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS WARRANT AGREEMENT OR A WARRANT CERTIFICATE EVIDENCING A WARRANT. EACH OF THE COMPANY AND THE WARRANT AGENT CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) SUCH PERSON UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) SUCH PERSON MAKES THIS WAIVER VOLUNTARILY, AND (d) SUCH PERSON HAS BEEN INDUCED TO ENTER INTO THIS WARRANT AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 6.17 Specific Performance. Each of the Company and the Warrant Agent acknowledges that a breach or threatened breach by such party of any of its obligations under this

Warrant Agreement would give rise to irreparable harm to the other party hereto for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction.

Section 6.18 Benefit of this Warrant Agreement. Nothing in this Warrant Agreement expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or give to, any Person other than the parties hereto and the Warrantholders any right, remedy or claim under or by reason of this Warrant Agreement or of any covenant, condition, stipulation, promise or agreement hereof, and all covenants, conditions, stipulations, promises and agreements in this Warrant Agreement contained shall be for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and the Warrantholders. Each Warrantholder, by acceptance of a Warrant Certificate, agrees to all of the terms and provisions of this Warrant Agreement applicable thereto.

Section 6.19 Registered Warrantholder. Every Warrantholder, by accepting a Warrant Certificate, consents and agrees with the Company, with the Warrant Agent and with every subsequent holder of such Warrant Certificate that, prior to due presentment for registration of transfer, the Company and the Warrant Agent may deem and treat the Person in whose name any Warrant Certificates are registered in the Warrant Register as the absolute owner thereof and of the Warrants evidenced thereby for all purposes whatsoever (notwithstanding any notation of ownership or other writing thereon made by anyone other than the Company or the Warrant Agent) and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary or be bound to recognize any equitable or other claim to or interest in any Warrant Certificates or any Warrants evidenced thereby on the part of any other Person and shall not be liable for any registration of transfer of Warrant Certificates that are registered or to be registered in the name of a fiduciary or the nominee of a fiduciary unless made with actual knowledge that a fiduciary or nominee is committing a breach of trust in requesting such registration of transfer or with such knowledge of such facts that its participation therein amounts to bad faith.

Section 6.20 Headings. The Article and Section headings herein are for convenience only and are not a part of this Warrant Agreement and shall not affect the interpretation thereof.

Section 6.21 Counterparts. This Warrant Agreement may be executed in any number of counterparts on separate counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. A signed copy of this Warrant Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Warrant Agreement.

Section 6.22 Entire Agreement. This Warrant Agreement constitutes the entire agreement of the Company, the Warrant Agent and the Warrantholders with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral,

among the Company, the Warrant Agent and the Warrantholders with respect to the subject matter hereof.

Section 6.23 Severability. Wherever possible, each provision of this Warrant Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Warrant Agreement shall be prohibited by or invalid under applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Warrant Agreement.

Section 6.24 Termination. This Warrant Agreement shall terminate at the earlier to occur of (i) the Expiration Time (or, if later, Close of Business on the Settlement Date with respect to all exercises of Warrants as to which the respective Exercise Date is prior to the Expiration Time) and (ii) the date on which all outstanding Warrants have been exercised. All provisions regarding indemnification, warranty, liability and limits thereon shall survive the termination or expiration of this Warrant Agreement.

Section 6.25 Confidentiality. The Warrant Agent and the Company agree that personal, non-public Warrantholder information which is exchanged or received pursuant to the negotiation or the carrying out of this Warrant Agreement shall remain confidential, and shall not be voluntarily disclosed to any other Person, except disclosures pursuant to bankruptcy proceedings, applicable securities Laws or otherwise as may be required by Law, including, without limitation, pursuant to subpoenas from state or federal government authorities.

Section 6.26 Representations and Warranties of the Company. As of the date hereof, the Company hereby represents and warrants to the Warrantholders that (i) it has the ~~corporate~~ power and authority to execute this Warrant Agreement and consummate the transactions contemplated by this Warrant Agreement, (ii) there are no statutory or contractual ~~stockholders~~unitholders' preemptive rights or rights of refusal with respect to the issuance of any Warrants and (iii) the execution and delivery by the Company of this Warrant Agreement and the issuance of the Common Shares upon exercise of any Warrant do not and shall not (A) conflict with or result in a breach of the terms, conditions or provisions of, (B) constitute a default under, (C) result in the creation of any lien, security interest, charge or encumbrance upon the Company's capital stock or assets pursuant to, (D) result in a violation of~~,~~ or (E) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any court or administrative or governmental body or agency pursuant to, the Company's certificate of ~~incorporation or bylaws~~formation or LLC Agreement or any Law in effect as of the date hereof to which the Company is subject, or any agreement, instrument, order, judgment or decree to which the Company is subject as of the date hereof, except for any such authorization, consent, approval, notice or exemption required under applicable securities Laws, except, in the case of clause (iii), where such occurrences would not reasonably be expected, individually or in the aggregate, to result in the inability of the Company to consummate the transactions contemplated by this Warrant Agreement or perform its obligations hereunder.

[*signature pages follow*]

IN WITNESS WHEREOF, this Warrant Agreement has been duly executed by the parties hereto as of the day and year first above written.

[~~*INSERT ISSUER*~~REVLON LLC][12]

By: _____
Name:
Title:

[12] NTD: Signature block to be confirmed.

~~[*INSERT WARRANT AGENT*]~~

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

By: _____
Name:
Title:

EXHIBIT A

[Face of Warrant Certificate]~~[11]~~[13]

[~~*INSERT ISSUER*~~REVLON LLC]

WARRANT CERTIFICATE

EVIDENCING

WARRANTS TO PURCHASE COMMON ~~STOCK~~SHARES

[FACE]

NO. [__] CUSIP No. [_____]

[UNLESS THIS GLOBAL WARRANT CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO [~~*INSERT ISSUER*~~REVLON LLC] (THE "**COMPANY**"), THE CUSTODIAN OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFER OF THIS GLOBAL WARRANT CERTIFICATE SHALL BE LIMITED TO TRANSFERS IN WHOLE, AND NOT IN PART, TO THE COMPANY, DTC, THEIR SUCCESSORS AND THEIR RESPECTIVE NOMINEES.]~~[12]~~[14]

~~[11]~~[13] To be removed in the versions of the Warrant Certificates printed in multiple copies for use by the Warrant Agent in preparing Warrants Certificates for issuance and delivery from time to time to holders.

~~[12]~~[14] Include only on Global Warrant Certificate.

No. [__] [*insert number of warrants*] Warrants

CUSIP No. [_____]

THIS CERTIFIES THAT, for value received, [CEDE & CO.]~~13~~15[_____]~~14~~16, or registered assigns, is the registered owner of the number of Warrants to Purchase Common Shares of [~~*insert issuer*], [an][a] [*insert jurisdiction of organization*] [corporation]~~Revlon LLC], a Delaware limited liability company (the "**Company**," which term includes any successor thereto under the Warrant Agreement) specified above [or such lesser number as may from time to time be endorsed on the "Schedule of Decreases" attached hereto]~~15~~17, and is entitled, subject to and upon compliance with the provisions hereof and of the Warrant Agreement, at such Warrantholder's option, at any time when the Warrants evidenced hereby are exercisable, to purchase from the Company one Common Share of the Company for each Warrant evidenced hereby, at the purchase price of $[*insert strike price*] per ~~share~~unit (as adjusted from time to time, the "**Exercise Price**"), payable in full at the time of purchase, the number of Common Shares into which and the Exercise Price at which each Warrant shall be exercisable each being subject to adjustment as provided in Article 4 of the Warrant Agreement.

All Common Shares issuable by the Company upon the exercise of Warrants shall, upon such issuance, be duly and validly issued and fully paid and nonassessable.

[Each Person that becomes an LLC Member or an LLC Beneficial Owner of the Common Shares issued upon exercise of the Warrants shall automatically become admitted as an LLC Member or an LLC Beneficial Owner, as applicable, upon such Person's receipt of the Common Shares (whether direct or indirect) issued upon exercise of the Warrants without the need to execute the LLC Agreement or a joinder thereto, and shall have all of the rights, and be subject to all of the obligations, set forth in the LLC Agreement with respect to LLC Members and LLC Beneficial Owners, as applicable, and as provided under the Delaware LLC Act. Each Person that becomes an LLC Direct Owner or an LLC Beneficial Owner upon exercise of the Warrants shall be deemed to represent and warrant to the Company that such Person: (A) has received (or otherwise had made available to it), read and understood the LLC Agreement, (B) acknowledges and understands that such Person shall have all the rights, and be subject to all the obligations, set forth in the LLC Agreement with respect to LLC Direct Owners and LLC Beneficial Owners and as provided under the Delaware LLC Act, as if such Person had directly executed the LLC Agreement as a party and (C) ratifies and confirms each and every Article, Section and provision of the LLC Agreement. Furthermore, each such Person that becomes an LLC Direct Owner or an LLC Beneficial Owner upon exercise of the Warrants shall be deemed to represent and warrant to the Company that the LLC Agreement constitutes the legal, valid and

~~13~~15 Include only on Global Warrant Certificate.

~~14~~16 Include only on Definitive Warrant Certificate.

~~15~~17 Include only on Global Warrant Certificate.

binding obligation of such Person and it is enforceable against it in accordance with its terms, subject to applicable insolvency, bankruptcy or other laws affecting creditors' rights generally or by general principles of equity.][18]

Each Warrant evidenced hereby may be exercised by the Warrantholder hereof at the Exercise Price then in effect on any Business Day from and after the Closing Date until the Expiration Time (as defined on the reverse hereof).

Subject to the provisions hereof and of the Warrant Agreement, the Warrantholder of this Warrant Certificate may exercise all or any whole number of the Warrants evidenced hereby by [providing to the Warrant Agent at its office maintained for such purpose (the "**Corporate Agency Office**") a duly completed and executed Exercise Notice as to the number of Warrants being exercised and, if applicable, whether Cashless Settlement is being elected with respect thereto, and delivering such Warrants by book-entry transfer through the facilities of the Depositary, to the Warrant Agent in accordance with the Applicable Procedures and otherwise complying with Applicable Procedures in respect of the exercise of such Warrants]~~16~~19 [surrendering to the Warrant Agent this Warrant Certificate at the Corporate Agency Office and delivering to the Warrant Agent a duly completed and executed Exercise Notice as to whether Cashless Settlement is being elected with respect thereto]~~17~~20, together with payment in full to the [Warrant Agent] of (x) those applicable taxes and charges required to be paid by the Warrantholder, if any, and (y) except in the case of a Cashless Settlement, the aggregate of the Exercise Price as then in effect for each Common Share receivable upon exercise of each Warrant being submitted for exercise. Any such payment of the Exercise Price (if applicable) is to be by wire transfer in immediately available funds to such account of the [Warrant Agent] at such banking institution as the [Warrant Agent] shall have designated from time to time for such purpose.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless this Warrant Certificate has been countersigned by the Warrant Agent by manual or facsimile signature of an authorized officer on behalf of the Warrant Agent, this Warrant Certificate shall not be valid for any purpose and no Warrant evidenced hereby shall be exercisable.

[*signature pages follow*]

[18] NTD: To conform to Section 5.7 in the Warrant Agreement.

~~16~~19 Include only on Global Warrant Certificate.

~~17~~20 Include only on Definitive Warrant Certificate.

IN WITNESS WHEREOF, the Company has caused this certificate to be duly executed under its ~~corporate~~company seal.

Dated: [*insert date*]

[~~*INSERT ISSUER*~~REVLON LLC][21]

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

[21] NTD: Signature block to be confirmed.

Countersigned:

~~[*INSERT WARRANT AGENT*]~~AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC, as Warrant Agent

~~[*INSERT WARRANT AGENT*]~~AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC, as Warrant Agent

OR

By: _____
Authorized Agent

By: _____
as Countersigning Agent

By: _____
Authorized Officer

[Reverse of Warrant Certificate]

[~~*INSERT ISSUER*~~REVLON LLC]

WARRANT CERTIFICATE

EVIDENCING

WARRANTS TO PURCHASE COMMON ~~STOCK~~SHARES

The Warrants evidenced hereby are one of a duly authorized issue of Warrants of the Company designated as its Warrants to Purchase Common Shares, limited in aggregate number to [*insert number of warrants*] initially issued under and in accordance with the Warrant Agreement, dated as of [*insert date*] (the "**Warrant Agreement**"), between the Company and ~~[*insert warrant agent*]~~American Stock Transfer & Trust Company, LLC, as warrant agent (the "**Warrant Agent**," which term includes any successor thereto permitted under the Warrant Agreement), to which the Warrant Agreement and all amendments thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Warrant Agent, the Warrantholders of Warrant Certificates and the owners of the Warrants evidenced thereby and of the terms upon which the Warrant Certificates are, and are to be, countersigned and delivered. A copy of the Warrant Agreement shall be available at all reasonable times at the office of the Warrant Agent for inspection by the Warrantholder hereof.

Except as provided in the Warrant Agreement, all outstanding Warrants shall expire and all rights of the Warrantholders of Warrant Certificates evidencing such Warrants shall terminate and cease to exist, as of the earlier of (i) 5:00 p.m., New York time, on [*insert expiration date*]~~[18]~~[22] and (ii) the date of consummation of any Liquidity Event (the "**Expiration Time**").

If fewer than all the Warrants represented by a Warrant Certificate are exercised, [the Warrant Agent shall endorse the "Schedule of Decreases of Warrants" attached to the Global Warrant Certificate to reflect the Warrants being exercised.]~~[19]~~[23] [such Definitive Warrant Certificate shall be surrendered and a new Definitive Warrant Certificate of the same tenor and class and for the number of Warrants which were not exercised shall be executed by the Company upon the written order of the Warrantholder of this Warrant Certificate upon the cancellation hereof.]~~[20]~~[24]

The Warrant Certificates are issuable only in registered form in denominations of whole numbers of Warrants. Upon surrender at the office of the Warrant Agent and payment of the charges specified herein and in the Warrant Agreement, this Warrant Certificate may be exchanged for Warrant Certificates in other authorized denominations or the transfer hereof may

~~[18]~~[22] NTD: To be 5 years after the issue date.

~~[19]~~[23] Include only on Global Warrant Certificate.

~~[20]~~[24] Include only on Definitive Warrant Certificates.

be registered in whole or in part in authorized denominations to one or more designated transferees; provided, however, that such other Warrant Certificates issued upon exchange or registration of transfer shall evidence the same aggregate number and class of Warrants as this Warrant Certificate. The Company shall cause to be kept at the office of the Warrant Agent the Warrant Register in which, subject to such reasonable regulations as the Warrant Agent may prescribe and such regulations as may be prescribed by Law, the Company shall provide for the registration of Warrant Certificates and of transfers or exchanges of Warrant Certificates. Issuance of the Warrant Certificates evidencing Warrants and issuance of Common Shares upon the exercise of the Warrants shall be made without charge for any documentary, stamp or similar issue or transfer tax or other incidental expense in respect of the issuance thereof, all of which taxes and expenses shall be paid by the Company; provided, however, the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of Warrant Certificates evidencing such Warrants or Common Shares in book-entry form or any certificates for Common Shares or payment of cash or other property in a name or to any Person other than the Warrantholder of the Warrant Certificate surrendered upon exercise or transfer, and the Company shall not be required to issue or deliver Warrant Certificates or Common Shares in book-entry form or any certificates for Common Shares or payment of cash or other property, as applicable, unless and until the Persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have reasonably determined that such tax has been paid.

Prior to due presentment of this Warrant Certificate for registration of transfer, the Company, the Warrant Agent and any agent of the Company or the Warrant Agent may treat the Person in whose name this Warrant Certificate is registered as the owner hereof for all purposes, and neither the Company, the Warrant Agent nor any such agent shall be affected by notice to the contrary.

The Warrant Agreement permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Warrantholders of Warrant Certificates under the Warrant Agreement at any time by the Company and the Warrant Agent with the consent of the Required Warrantholders.

Nothing contained in the Warrant Agreement or this Warrant Certificate shall be construed as conferring upon any Person, by virtue in and of itself of holding a Warrant Certificate evidencing any Warrant or having a beneficial interest in a Warrant, the right to vote, receive any dividend or other distribution, receive notice of, or attend, any meeting of ~~stockholders~~unitholders or otherwise exercise any rights whatsoever, in each case, as a ~~stockholder~~unitholder of the Company to the extent such vote, dividend, giving of notice, meeting or other exercise of rights (or, if applicable, the relevant Record Date therefor) precedes the Close of Business on the Exercise Date with respect to the exercise of such Warrant. No Warrantholder shall have any right not expressly conferred hereunder or under, or by applicable Law with respect to, the Warrant Certificate held by such holder.

This Warrant Certificate, each Warrant evidenced thereby and the Warrant Agreement shall be governed by and construed in accordance with the Laws of the State of New York.

All terms used in this Warrant Certificate which are defined in the Warrant Agreement shall have the meanings assigned to them in the Warrant Agreement. In the event of any conflict between this Warrant Certificate and the Warrant Agreement, the Warrant Agreement shall control.

Assignment

(Form of Assignment To Be Executed If Warrantholder Desires To Transfer Warrant Certificate)

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto

Please insert social security or
other identifying number

(Please print name and address including zip code)

the Warrants represented by the within Warrant Certificate and does hereby irrevocably constitute and appoint _____ Attorney, to transfer said Warrant Certificate on the books of the within-named Company with full power of substitution in the premises.

Dated: _____ Signature _____

(Signature must conform in all respects to name of Warrantholder as specified on the face of this Warrant Certificate and must bear a signature guarantee by a bank, trust company or member firm of a U.S. national securities exchange.)

[SCHEDULE A

SCHEDULE OF DECREASES IN WARRANTS

The following decreases in the number of Warrants evidenced by this Global Warrant Certificate have been made:

Date	Amount of decrease in number of Warrants evidenced by this Global Warrant Certificate	Number of Warrants evidenced by this Global Warrant following such decrease	Signature of authorized signatory
			]21[25]

21[25] Include only on Global Warrant Certificate.

EXHIBIT B

FORM OF EXERCISE NOTICE

[*Address*]

Attention: [Transfer Department]

Re: Warrant Agreement dated as of [*insert date*] between [~~*insert issuer*~~Revlon LLC] (the "**Company**") and ~~[*insert warrant agent*]~~American Stock Transfer & Trust Company, LLC, as Warrant Agent (as it may be supplemented or amended, the "**Warrant Agreement**")

The undersigned hereby irrevocably elects to exercise ____ Warrants and receive the consideration deliverable upon exercise thereof pursuant to the following settlement method (check one):

☐ Cash Settlement

☐ Cashless Settlement

If Cash Settlement is elected, the undersigned shall tender payment of the Exercise Price therefor in accordance with instructions received from the Warrant Agent.

Please check below if this exercise is contingent upon a Liquidity Event in accordance with Section 3.2(e) of the Warrant Agreement.

☐ This exercise is being made in connection with a Liquidity Event; provided, that in the event that such transaction shall not be consummated, then this exercise shall be deemed revoked.

THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT PRIOR TO THE EXPIRATION TIME. THE WARRANT AGENT SHALL NOTIFY YOU OF THE ADDRESS AND PHONE NUMBER WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED.

All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Warrant Agreement.

[*signature page(s) to follow*]

Dated: _____

_____
(Insert Social Security or Other Identifying Number of Warrantholder)

Name: _____
(Please Print)

Address: _____

_____

_____
Signature
(Signature must conform in all respects to name of Warrantholder as specified on the face of this Warrant Certificate and must bear a signature guarantee by a bank, trust company or member firm of a U.S. national securities exchange.)

Signature Guaranteed:

Instructions (i) as to denominations and names of Common Shares issuable upon exercise and as to delivery of such securities and any other property issuable upon exercise and (ii) if applicable, as to Warrant Certificates evidencing unexercised Warrants:

EXHIBIT C

Fee Schedule

The Company shall pay the Warrant Agent for performance of its services under this Warrant Agreement such compensation as ~~shall be agreed in writing between the Company and the~~ follows:

Warrant Agent~~.~~ Acceptance Fee: $5,000.00

Monthly Warrant Agent Fee: $500.00

Per Warrant Exercise Fee: $50.00

Customary Out-of-Pocket Expenses

Exhibit O

Letter of Intent regarding New Foreign Facility

This **Exhibit O** contains a letter of intent in connection with the New Foreign Facility. Pursuant to Article IV.A.1 of the Plan, on the Effective Date, the Reorganized Debtors shall enter into the New Foreign Facility Documents for the New Foreign Facility.

On March 24, 2023, the Company executed and delivered to Blue Torch Capital LP ("Blue Torch") a Letter of Intent (the "LOI"), requesting that Blue Torch commence legal and business diligence, as well as the preparation of the final documentation for the New Foreign Facility. Under the LOI, the Company agrees to reimburse Blue Torch for its documented out-of-pocket costs and expenses, subject to a $150,000 cap for expenses incurred prior to the consummation of the New Foreign Facility or the effectiveness of a definitive commitment letter for such facility. Such expenses are reimbursable whether or not the New Foreign Facility is consummated. The effectiveness of the LOI is subject to and conditioned upon the approval of the Bankruptcy Court.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit O**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

Execution Version

March 24, 2023

Revlon Consumer Products Corporation
55 Water St., 43rd Floor
New York, New York 10041-0004
Attention: Matt Kvarda, Interim Chief Financial Officer

Revlon Consumer Products Corporation (the "Company" or "you") has advised Blue Torch Capital LP (together with its affiliates and funds managed, advised or sub-advised by it, the "Potential Lender" or "us") that it is seeking financing for one or more of its subsidiaries on terms as may be acceptable to the Company and the Potential Lender, and in all cases in form and substance satisfactory to the Company and the Potential Lender (any such financing, a "Financing").

The Company has requested that the Potential Lender commence legal and business analysis, legal, credit and business due diligence, the review of other applicable third-party reports, and the preparation of documentation in connection with the proposed Financing (collectively, the "Work"). Accordingly, the purpose of this letter is to confirm, and you agree, that, regardless of whether the proposed Financing or any portion thereof is consummated, you will promptly upon demand reimburse the Potential Lender for all the reasonable and documented out-of-pocket costs and expenses incurred (whether prior to, on, or following the date of this letter) by or on behalf of the Potential Lender (including, without limitation, reasonable and documented out-of-pocket costs and expenses of legal counsel) in connection with (i) the Work, including, without limitation, reasonable and documented out-of-pocket travel expenses, the reasonable and documented fees and expenses of counsel to the Potential Lender, and the reasonable and documented fees and expenses incurred by the Potential Lender in connection with any due diligence, and (ii) the enforcement of this letter or any other documentation entered into in connection with the proposed Financing (all amounts described in this sentence, the "Expenses"); *provided*, that prior to the consummation of the Financing or the effectiveness of a definitive commitment letter for the proposed Financing, the Expenses reimbursable hereunder shall not exceed $150,000. You agree that, once paid, none of the Expenses shall be refundable under any circumstances, regardless of whether the proposed Financing or any portion thereof is consummated, and shall not be creditable against any other amount payable by you to the Potential Lender in connection with the proposed Financing or otherwise. You shall have the right at any time, with or without cause, to request in writing that the Potential Lender ceases incurring new Expenses and your obligations under this paragraph shall terminate with respect to the Expenses of the Potential Lender incurred one business day after the date of its receipt of such written request.

In consideration of, and as a condition precedent to the Potential Lender commencing the Work, by your signature below, you hereby agree to the indemnification provisions and other matters set forth on Exhibit A attached hereto and incorporated by reference into this letter. Upon the closing of the proposed Financing or entering into a definitive commitment letter for the proposed Financing, the indemnification provisions set forth on Exhibit A and the immediately preceding paragraph providing for the obligations to pay Expenses for the Work shall be superseded by any reimbursement and indemnity provisions in such documentation, and you shall have no further Expense or indemnity obligations under this letter.

At this time, the Potential Lender intends to pursue the proposed Financing on terms and subject to conditions expected to be agreed to by the Potential Lender and the Company. **The provisions of this letter do not constitute a commitment to lend or an offer to extend credit nor do they constitute an undertaking by the Potential Lender to issue or arrange a commitment.** The proposed Financing shall be subject to the legal and business due diligence reviews of the Potential Lender, the approval of the Potential Lender's credit authorities and/or investment committee, the execution and delivery of facility documentation (including, to the extent applicable, intercreditor and inter-lender agreements) in form and substance reasonably satisfactory to the Potential Lender and its counsel, and other customary conditions precedent to be determined. Except to the extent expressly set forth herein, no obligations or liabilities of any kind or nature whatsoever shall arise on the part of the Potential Lender or any of its affiliates as a result of the provisions of, or the issuance of, this letter.

You agree that this letter is for your confidential use only and may not be disclosed by you to any person without the prior written consent of the Potential Lender, except (a) to your affiliates and your and their respective officers, directors, employees, attorneys, accountants and advisors and then only in connection with the proposed Financing and on a need to know, confidential basis, (b) in connection with the Cases (as defined below), and (c) as required by applicable law or compulsory legal process or in connection with any pending legal proceeding or regulatory review. The Potential Lender reserves the right to review, in advance, all press releases, advertisements and public disclosures that you or your affiliates prepare that contain such Potential Lender's or any of its affiliates' name or describe the proposed Financing, in each case to the extent reasonably practicable and permitted by law.

If this letter, or any act, omission or event hereunder or thereunder becomes the subject of a dispute, the parties hereto hereby waive trial by jury. The parties hereto hereby consent and agree that the courts of the state of New York in the County of New York, Borough of Manhattan, or of the United States District Court for the Southern District of New York or the United States Bankruptcy Court for the Southern District of New York, as applicable, shall have exclusive jurisdiction to hear and determine any claims between you (or your affiliates) and us pertaining to this letter or the agreements under this letter, and any investigation, litigation or proceeding with respect to such matters, provided that the parties acknowledge that any appeals from those courts may have to be by a court located outside of such jurisdiction. The parties hereto hereby expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and hereby waive any objection, which any of them may have based on lack of personal jurisdiction, improper venue or inconvenient forum. This letter shall be governed by and shall be construed in accordance with the laws of the State of New York applicable to contracts made and performed in that state.

This letter sets forth the entire agreement between the parties with respect to the matters addressed herein, supersedes all prior communications, written or oral, with respect hereto, and may not

be amended, supplemented, or modified except in a writing signed by the parties hereto. This letter shall be binding upon the parties and their respective successors and assigns; provided that neither party may assign this letter without having obtained the prior written consent of the other party hereto. This letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this letter by telecopier or other electronic transmission shall be equally effective as delivery of a manually executed counterpart of this letter.

Notwithstanding the foregoing, the effectiveness of this letter is subject to and conditioned upon the approval of the United States Bankruptcy Court for the Southern District of New York presiding over the jointly administered Chapter 11 Cases captioned In re: Revlon, Inc. et al. (Case No. 22-10760) (DSJ) (the "Cases").

[Signature page to follow]

Very truly yours,

BLUE TORCH CAPITAL LP

By: DocuSigned by: Kevin Genda
33D5F77A86E142A...
Name: Kevin Genda
Title: Authorized Signatory

ACCEPTED AND AGREED:

REVLON CONSUMER PRODUCTS CORPORATION

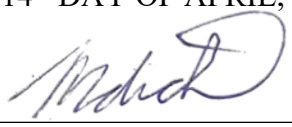
By: 
Name: Matt Kvarda
Title: Interim Chief Financial Officer

Exhibit A

You hereby agree to indemnify and hold harmless the Potential Lender, each of its affiliates, subsidiaries and controlling persons, and the respective officers, directors, trustees, advisors, employees, partners, agents, controlling persons, members, attorneys, advisors, auditors, collateral managers, servicers, representatives, successors and assigns of each of the foregoing (each, an "Indemnified Person") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (or actions or other proceedings commenced in respect thereof) (including the reasonable and documented fees and disbursements of counsel for such Indemnified Person) that arise out of, result from or in any way relate to any claim, litigation, investigation or proceeding relating to this letter, the proposed Financing or any of the transactions contemplated hereby or thereby (any of the foregoing, a "Proceeding"), regardless of whether any such Indemnified Person is a party thereto and whether such Proceeding is brought by you or any other person, and to reimburse each Indemnified Person upon its demand for any reasonable out-of-pocket legal or other expenses incurred in connection with investigating, preparing to defend or defending against, or participating in, or providing evidence in or preparing to serve or serving as a witness with respect to, any Proceeding or any of the foregoing; provided that you shall not be liable to any Indemnified Person with respect to the foregoing to the extent that any such losses, claims, damages, expenses or liabilities (x) are determined by a court of competent jurisdiction to have resulted from the gross negligence, fraud or willful misconduct of such Indemnified Person or (y) arise from any dispute solely among Indemnified Persons, other than (A) any claims against an Indemnified Person acting in its capacity as an agent, arranger, servicer or other similar role or (B) any claims arising out of any act or omission on the part of you or your affiliates. If for any reason the foregoing indemnification is unavailable to the Indemnified Persons or is insufficient to hold the Indemnified Persons harmless, then you shall contribute to the amount paid or payable by the Indemnified Persons as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative economic interests of you and your stockholders, partners, or other equity holders on the one hand and the Indemnified Persons on the other hand in the matters contemplated herein as well as the relative fault of you and the Indemnified Persons with respect to such loss, claim, damage or liability and any other relevant equitable considerations. You shall not be liable for any settlement of any Proceeding effected without your written consent (which consent shall not be unreasonably withheld, conditioned or delayed), but, if settled with your written consent or if there shall be a final, non-appealable judgment of a court of competent jurisdiction against any Indemnified Person in any such Proceeding, you agree to indemnify and hold harmless each affected Indemnified Person from and against any losses, claims, damages, expenses and liabilities by reason of such settlement or judgment in accordance with the terms of this paragraph. You shall not, without the prior written consent of any Indemnified Person, effect any settlement of any pending Proceeding in respect of which indemnity could have been sought hereunder by such Indemnified Person, unless such settlement (i) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability or claims that are the subject matter of such Proceeding and (ii) does not include any statement as to or any admission of fault, culpability, wrongdoing or a failure to act by or on behalf of any Indemnified Person.

TAB P

THIS IS **EXHIBIT "P"** REFERRED TO IN THE AFFIDAVIT OF ROBERT M. CARUSO, SWORN BEFORE ME OVER VIDEO CONFERENCE THIS 14th DAY OF APRIL, 2023.



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)

NOTICE OF FILING OF THIRD PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on March 16, 2023, Revlon, Inc. and its and its affiliated debtors and debtors in possession (collectively, the "Debtors") filed the plan supplement (the "First Plan Supplement") [Docket No. 1614] in support of the *Second Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the "Plan").[2]

PLEASE TAKE FURTHER NOTICE THAT on March 29, 2023, the Debtors filed a second plan supplement (the "Second Plan Supplement") [Docket No. 1706] in support of the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Debtors hereby file this *Third Plan Supplement for the Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "Third Plan Supplement," and together with the First Plan Supplement and the Second Plan Supplement, the "Plan Supplement") in support of the Plan, which includes the form of the following documents:

Exhibit B-1	Schedule of Rejected Executory Contracts and Unexpired Leases
Exhibit B-2	Blackline comparison to Schedule of Rejected Executory Contracts and Unexpired Leases as filed on March 16, 2023
Exhibit C-1	Schedule of Retained Causes of Action
Exhibit C-2	Blackline comparison to Schedule of Retained Causes of Action as filed on March 16, 2023
Exhibit E	Description of Transaction Steps
Exhibit K-1	PI Claims Distribution Procedures
Exhibit K-2	Blackline comparison to PI Claims Distribution Procedures as filed on March 16, 2023

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

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

Exhibit L-1 PI Settlement Fund Agreement
Exhibit L-2 Blackline comparison to PI Settlement Fund Agreement as filed on March 16, 2023
Exhibit N-1 GUC Trust Agreement
Exhibit N-2 Blackline comparison to GUC Trust Agreement as filed on March 16, 2023

PLEASE TAKE FURTHER NOTICE THAT all parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein at any time before the Effective Date of the Plan, or any such other date as may be provided for under the Plan or by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

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

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

New York, New York
Dated: March 31, 2023

/s/ Robert A. Britton

Paul M. Basta
Alice Belisle Eaton
Kyle J. Kimpler
Robert A. Britton
Brian Bolin
Sean A. Mitchell
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019
Telephone: (212) 373-3000
Facsimile: (212) 757-3990
pbasta@paulweiss.com
aeaton@paulweiss.com
kkimpler@paulweiss.com
rbritton@paulweiss.com
bbolin@paulweiss.com
smitchell@paulweiss.com

Counsel to the Debtors and Debtors in Possession

Exhibit B-1

Schedule of Rejected Executory Contracts and Unexpired Leases

This **Exhibit B** contains the Schedule of Rejected Executory Contracts and Unexpired Leases. Article VII.A of the Plan provides as follows:

> Except as otherwise provided [in the Plan], all Executory Contracts or Unexpired Leases will be deemed assumed as of the Effective Date, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the Debtors; (2) are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; or (3) are the subject of a motion to reject such Executory Contracts or Unexpired Leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such rejection is on or after the Effective Date. The assumption or rejection of all executory contracts and unexpired leases in the Chapter 11 Cases or in the Plan shall be determined by the Debtors, with the consent of the Required Consenting BrandCo Lenders.
>
> Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions, assumptions and assignments, and the rejection of the Executory Contracts or Unexpired Leases listed on the Schedule of Rejected Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to reject Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed pursuant to this Article VII.A or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date or such later date as provided in this Article VII.A, shall revest in and be fully enforceable by the Debtors or the Reorganized Debtors, as applicable, in accordance with such Executory Contract and/or Unexpired Lease's terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.
>
> To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including, without limitation, any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, shall have the right to alter, amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases, including by way of adding

> or removing a particular Executory Contract or Unexpired Lease from the Schedule of Rejected Executory Contracts and Unexpired Leases, at any time through and including sixty (60) Business Days after the Effective Date; *provided that*, after the Confirmation Date, the Debtors may not subsequently reject any Unexpired Lease of nonresidential real property under which any Debtor is the lessee that was not previously rejected (or subject to a motion to reject) or designated as rejected on the Schedule of Rejected Executory Contracts and Unexpired Leases absent consent of the applicable lessor; *provided further that*, with respect to any Unexpired Lease subject to a dispute regarding (1) the amount of the Cure Claim, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under such Unexpired Lease to be assumed, if required, or (3) any other matter pertaining to assumption, the Debtors may reject such Unexpired Lease within 30 days following entry of a Final Order of the Bankruptcy Court resolving such dispute.

Article VII.B of the Plan provides as follows:

> Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court or the Voting and Claims Agent and served on the Debtors or Reorganized Debtors, as applicable, by the later of (1) the applicable Claims Bar Date, and (2) thirty (30) calendar days after notice of such rejection is served on the applicable claimant. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be automatically Disallowed and forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, including any Claims against any Debtor listed on the Schedules as unliquidated, contingent or disputed. Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as Other General Unsecured Claims and shall be treated in accordance with Article III of the Plan.
>
> Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any cure amount has been fully paid or for which the cure amount is $0 pursuant to this Article VII, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

Inclusion of any document in the Schedule of Rejected Executory Contracts and Unexpired Leases is not an admission by the Debtors that any such documents constitutes an Executory Contract or Unexpired Lease. Subject to the terms of the Plan and the

Restructuring Support Agreement, the Debtors reserve the right to assert that any of the documents listed in the Schedule of Rejected Executory Contracts and Unexpired Leases are not Executory Contracts or Unexpired Leases. As a matter of administrative convenience, in certain cases the Debtors may have listed the original parties to the Executory Contracts and Unexpired Leases listed in the Schedule of Rejected Executory Contracts and Unexpired Leases without taking into account any succession of trustees or any other transfers or assignments from one party to another. The fact that the current parties to any particular Executory Contract or Unexpired Leases may not be named in the Schedule of Rejected Executory Contracts and Unexpired Leases is not intended to change the treatment of such Executory Contracts or Unexpired Leases. References to any Executory Contracts or Unexpired Leases to be rejected pursuant to the Plan are to the applicable Executory Contract or Unexpired Lease and other operative documents as of the date of the Plan Supplement, as they may have been amended, modified, or supplemented from time to time and as may be further amended, modified, or supplemented by the parties thereto between such date and the Effective Date.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit B**, at any time before the Effective Date of the Plan, or any such other date as may be provided for under the Plan or by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

Contract Counterparty	Contract Description	Legal Entity
360 MARKET REACH		
	Services Agreement	Revlon Consumer Products Corporation
Accenture International Limited		
	IT Agreement - PLM System Maintenance	Revlon Consumer Products Corporation
	IT Agreement - PLM System Integrator	Revlon Consumer Products Corporation
ADAMS AIR and HYDRAULICS, INC.		
	Statement of Work	Roux Laboratories, Inc.
ADT SECURITY SERVICES, INC.		
	Services Agreement	Revlon Consumer Products Corporation
AIZA M. NICKEL		
	Employee Agreement	Revlon Consumer Products Corporation
AIZOON USA INC.		
	License Agreements	Elizabeth Arden, Inc.
Alfson, Jennifer K.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
ALLIED UNIVERSAL SECURITY SERVICES		
	Services Agreement	Revlon Consumer Products Corporation
	Services Agreement	Revlon Consumer Products Corporation
ALLIEDBARTON SECURITY SERVICES		
	Services Agreement	Revlon Consumer Products Corporation
AMBIUS LLC		
	Sales Agreement	Revlon Canada Inc.
	Sales Agreement	Revlon Canada Inc.
Amplifi Commerce, LLC		
	Services Agreement	Revlon Consumer Products Corporation
AMY JENNINGS		
	Settlement & Release Agreement	Revlon, Inc.
Anderson, Douglas A.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
ANGELA SCLAFANI		
	Settlement & Release Agreement	Revlon, Inc.
ARAGON, MARIO ALBERTO		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Arnold, Janet E.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
AT Kearney Inc		
	Professional Services Agreement	Revlon Consumer Products Corporation
	Statement of Work	Revlon Consumer Products Corporation
AT&T		
	Services Agreement	Elizabeth Arden, Inc.
AVA HUANG		
	Employee Agreement	Revlon Consumer Products Corporation
Bapatla, Venkata S.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
BARBARA LIGHT		
	Settlement & Release Agreement	Revlon, Inc.
Barbedette, Julien		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Bar-Ness, Ely		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Beauty Care Professional Products Luxembourg, S.a.r.l.		
	Purchase Agreement dated February 18, 2000	Revlon, Inc., Revlon Consumer Products Corporation, Revlon International Corporation, Revlon Canada, Inc.
Beauty Care Professional Products Participations		
	Share Sale and Purchase Agreement dated August 3, 2013	Revlon Consumer Products Corporation
BEAUTY SYSTEMS GROUP		
	Distribution Agreement	Revlon Canada Inc.
	Distribution Agreement	Creative Nail Design, Inc.
Beauty United		
	Grant	Revlon Consumer Products Corporation
BERYL DENNIS		
	Separation Agreeement	Revlon Canada Inc.
BLONDE & CO		
	Services Agreement	Revlon Consumer Products Corporation
BLUE YONDER INC		
	JDA IT Agreement	Elizabeth Arden, Inc.
Bond Creative Search Inc		
	Services Agreement	Revlon Consumer Products Corporation

Contract Counterparty	Contract Description	Legal Entity
Bonnet, Stephane		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Branovan, Alex		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Bristol-Myers Squibb Company		
	Joint Defense Agreement dated May 10, 2016	Revlon, Inc., Revlon Consumer Products Corporation
Bryant, James C.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Burks, Stephanie		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Buyukozkaya, Dana D.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Campeau, Patrick G.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
CAROLINA HANDLING LLC		
	Services Agreement	Revlon, Inc.
Carrington Parfums Ltd.		
	Purchase Agreement dated June 15, 1987	Revlon, Inc.
CATHERINE BARATTA		
	Employee Agreement	Revlon Consumer Products Corporation
CATHERINE MAHONEY		
	Settlement & Release Agreement	Revlon, Inc.
Certain Domestic Subsidiaries of Charles of the Ritz Group Ltd.		
	Purchase Agreement dated June 15, 1987	Revlon, Inc.
CFI		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
CHALLENGER GRAY and CHRISTMAS		
	Consulting Agreement	Revlon Consumer Products Corporation
Chan, Judy		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Charles of the Ritz Group Ltd.		
	Purchase Agreement dated June 15, 1987	Revlon, Inc.
Charles of the Ritz Ltd.		
	Purchase Agreement dated June 15, 1987	Revlon, Inc.
Charles of the Ritz S.A.		
	Purchase Agreement dated June 15, 1987	Revlon, Inc.
CHEMICAL STANDARDS LABORATORY		
	Supplier Agreement	Roux Laboratories, Inc.
Chia, Yumie P.		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Cho, Thomas		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Clarke, Alicen C.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
CLAUDIA OSSA		
	Employee Agreement	Revlon Consumer Products Corporation
COBURN COMMUNICATION INC		
	Services Agreement	Elizabeth Arden, Inc.
Coffee n Clothes		
	Services Agreement	Revlon Consumer Products Corporation
Cole, DeeDee		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Coleman, Chandra D.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Colomer Contract Services		
	Contract Manufacturing Agreement	Roux Laboratories, Inc.
Computer Generated Solutions		
	Services Agreement	Elizabeth Arden, Inc.
	Services Agreement	Elizabeth Arden, Inc.
Cornell, Brendalee L.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
COWAN SYSTEMS		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.

Contract Counterparty	Contract Description	Legal Entity
CPG Connect Mississauga		
	Data License or Subscription Agreement	Revlon Canada Inc.
CPM United Kingdom Ltd		
	Services Agreement	Revlon International Corporation
	Services Agreement	Revlon International Corporation
	Services Agreement	Revlon International Corporation
	Services Agreement	Revlon International Corporation
CROSSMARK, INC.		
	Services Agreement	Revlon Consumer Products Corporation
	Services Agreement	Revlon, Inc.
CRST		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
CRYSTAL HANNAH		
	Employee Agreement	Revlon Consumer Products Corporation
Cuesta Civis, Yago		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Curmi, Janet C.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Dai, Sarling		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
DARYL YODER		
	Settlement & Release Agreement	Revlon, Inc.
DAVID SMITH		
	Settlement & Release Agreement	Revlon, Inc.
Davis, Kimberly L.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Davis, Stephen		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Demskiy, Alexey		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
DFW NATIONAL LOGISTICS		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
Dicocco, Cathy A.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Djuric, Milos		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Domingo, Gabriella		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Dowling, Gretchen A.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Drew, Jessica		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Driscoll, Sara		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Eickhoff, Christopher P.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
ELEVANO CONSULTING INC		
	Services Agreement	Revlon Consumer Products Corporation
Elysium Construction		
	Consulting Agreement	Revlon Consumer Products Corporation
Ethereal Gray, Inc.		
	Brand Ambassador	Revlon Consumer Products Corporation
European Beauty Products S.p.A.		
	Purchase Agreement dated February 18, 2000	Revlon, Inc., Revlon Consumer Products Corporation, Revlon International Corporation, Revlon Canada, Inc.
EVERYOUNG LLC		
	Brand Ambassador	Revlon Consumer Products Corporation
EWG		
	License Agreement	Revlon Consumer Products Corporation
Exiger Diligence Inc.		
	Consulting Agreement	Revlon Consumer Products Corporation

Contract Counterparty	Contract Description	Legal Entity
Fier, Seth		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Firebelly Inc		
	Services Agreement	Revlon Consumer Products Corporation
Fontana, Fabio		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
FOUCHEZ, Martin		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Four Star Salon Services, Inc.		
	Purchase Agreement dated March 4, 2015	Roux Laboratories, Inc., Beautyge Brands USA, Inc., Revlon Consumer Products Corporation
FRANK STEFANI		
	Employee Agreement	Revlon Consumer Products Corporation
French, Michele		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Frolovicheva, Inna		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
FTI CONSULTING, INC.		
	Engagement Letter	Revlon Consumer Products Corporation
Gallastegui Astrain, Miguel		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Gallo, Ashley		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Garcia Clau, Carlos		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Gearhart, Brian		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Gerber, Alexandra		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Gilbert Express (GBEA 397018)		
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
Gordon-Bennett, Tarryn		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Grandjean, Marion		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Green, Yusef		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Gregware, Kerith P.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Greve, Christine		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Haldy, Maureen S.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Hamilton, David J.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Hayek, Tony		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Heft, Steven		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Hinds Pearl, Alison		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
IMPACT FULFILMENT SERVICES, LLC		
	Services Agreement	Revlon (Puerto Rico) Inc.
INVESTIS INC		
	Marketing Agreement	Revlon Consumer Products Corporation

Contract Counterparty	Contract Description	Legal Entity
Islas, Marco		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
JACQUELINE ANDERSON		
	Employee Agreement	Revlon Canada Inc.
JAMES FRANCISCO		
	Employee Agreement	Revlon Consumer Products Corporation
JANET TITLEY		
	Settlement & Release Agreement	Revlon, Inc.
JEFFREY WEISS		
	Settlement & Release Agreement	Revlon, Inc.
JOHNSTON EQUIPMENT		
	Real Estate Lease/Rental Agreement	Revlon Canada Inc.
Jose, Wilfrido		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Juarez, Mauricio		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
JULIE PETERSON		
	Guaranty and Indemnity Agreement	Revlon, Inc.
Jurist Company Inc		
	Services Agreement	Revlon Consumer Products Corporation
Kagiampini, Anastasia		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
KAREN WIGLEY		
	Employee Agreement	Revlon Consumer Products Corporation
KATHEY WALSH		
	Settlement & Release Agreement	Revlon, Inc.
KATRA, Charbel		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Katz, Sharon		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Kelley, Caroline D.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Kennel, Jeffrey		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Kidd, Vanessa		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
King, Linda		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Kumar, Prabhat		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Kwan, Javis		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Lacrampe, Nathalie		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Ladghem-Chikouche, Nora		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Latour, Rafael		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
LAWRENCE ELGIN		
	Employee Agreement	Revlon Canada Inc.
Lazardi, Keyla		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Lecomte, Axel		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Lee, Susan Y.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Lee, Yun J.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.

Contract Counterparty	Contract Description	Legal Entity
Leonard, Suzanne		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Li, Tina		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
LINDA MCLELLAN		
	Settlement & Release Agreement	Revlon, Inc.
LINDA RIKER		
	Employee Agreement	Revlon Consumer Products Corporation
LINGO STAFFING		
	Consulting Agreement	Elizabeth Arden, Inc.
Liu Ph.D., Joey		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Lordi, Kalliope		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Ludovico Martelli S.R.L.		
	Asset Sale and Purchase Agreement dated December 18, 2019	Revlon Consumer Products Corporation
Luhoo Productions Inc		
	Brand Ambassador	Revlon Consumer Products Corporation
Lumpkins, Timothy		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
LURLINE JOY FULLER		
	Employee Agreement	Revlon Canada Inc.
Ma, Melody		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MABE TRUCKING		
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
MACANDREWS & FORBES INCORPORATED		
	Reimbursement Agreement	Revlon Consumer Products Corporation
	Reimbursement Agreement	Revlon Consumer Products Corporation
MAE K. MOORE		
	Settlement & Release Agreement	Revlon, Inc.
MANON CARPENTIER		
	Employee Agreement	Revlon Canada Inc.
MARGARIT, NURIA		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MARIA DO ROSARIO CORREIA		
	Employee Agreement	Revlon Canada Inc.
MARLA HAMILTON		
	Release Agreement	Revlon, Inc.
MASIELYN SIMPSON		
	Employee Agreement	Revlon Canada Inc.
Mattel, Inc.		
	License Agreements	Revlon Consumer Products Corporation
	License Agreements	Revlon Consumer Products Corporation
	License Agreements	Revlon Consumer Products Corporation
McBride Research Laboratories, Inc.		
	Contract Manufacturing Agreement	Roux Laboratories, Inc.
McLaughlin, Paul V.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MEETINGZONE INC		
	Supplier Agreement	Revlon Consumer Products Corporation
MESSAGEBANK, LLC		
	IT Agreement	Revlon Consumer Products Corporation
MIMRAN GROUP INC.		
	Letter Agreement	Elizabeth Arden, Inc.
	Letter Agreement	Elizabeth Arden (Canada) Limited
	IP Licenses & Distribution Agreements	Elizabeth Arden, Inc.
	IP Licenses & Distribution Agreements	Elizabeth Arden (Canada) Limited
	License Agreements	Elizabeth Arden (Canada) Limited
	License Agreements	Elizabeth Arden, Inc.
	License Agreements	Elizabeth Arden (Canada) Limited
MMI ANALYTICS LIMITED		
	Services Agreement	Elizabeth Arden, Inc.
Model, Deborah		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Moittie, Celine		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.

Contract Counterparty	Contract Description	Legal Entity
MORGAN STANLEY		
	License Agreements	Revlon Consumer Products Corporation
Motan, Hesham		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Mount, Stacey		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MPS MULTI PACKAGING SOLUTIONS TCZEW		
	Direct Spend Agreement	Elizabeth Arden, Inc.
MURO, ANDER		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MVT SERVICES LLC		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
MYRIAM KERR		
	Settlement & Release Agreement	Revlon, Inc.
Nardello, Diana D.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
News America Marketing		
	Supplier Agreement	Revlon Consumer Products Corporation
NJJ PRODUCTIONS, INC.		
	License Agreements	Elizabeth Arden, Inc.
	Letter Agreement	Elizabeth Arden, Inc.
Nordstrom, Janet E.		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Northern Trust Company		
	Revlon Nonqualified Plans and Agreements Custody Agreement	Revlon Consumer Products Corporation
Norvo, S.L.,		
	Share Sale and Purchase Agreement dated August 3, 2013	Revlon Consumer Products Corporation
Noyes, Simone		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Nuxeo Corporation		
	IT Agreement	Revlon Consumer Products Corporation
O'Brien, Kristin		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
O'NEIL, DEBORAH ANNE		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Orengo, Maribelle		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Ortolano, Michael		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Park Costof, Won		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Patel, Aarti		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Pei Jin, Chia		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
PENA, JOSEP		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Perelman, Debbie		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Pettenati, Fernando		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Piergiorgi, Raymond J.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Potash, Lori Ann		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
PRECIMA INC		
	Participation Agreement	Revlon Consumer Products Corporation
	Participation Agreement	Revlon Consumer Products Corporation
PREMIUM RETAIL SERVICES		
	Services Agreement	Revlon Consumer Products Corporation
Prendergast, Hayley S.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
PriceTrace LLC		
	Services Agreement	Revlon Consumer Products Corporation

Contract Counterparty	Contract Description	Legal Entity
Pro-Vision International, Inc.		
	Supplier Agreement	Revlon Consumer Products Corporation
Pt. Barclay Products		
	Asset Sale and Purchase Agreement dated June 30, 2015	Revlon Consumer Products Corporation, Revlon, Inc.
Pt. Tempo Scan Pacific, TBK		
	Asset Sale and Purchase Agreement dated June 30, 2015	Revlon Consumer Products Corporation, Revlon, Inc.
Quick, Cynthia A.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
RACKSPACE US, INC.		
	IT Agreement	Revlon Consumer Products Corporation
Rady, Kaitlin		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
RAMONA CERVANTES		
	Employee Agreement	Revlon Consumer Products Corporation
Raso, Tracey L.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
RAUL PAREDES		
	Employee Agreement	Revlon Canada Inc.
Redon, Romina		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Reed, Gretchen L.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Richards, Joseph		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Ritacco, Dominick		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Robert Callan & Associattes Ltd		
	Consulting Agreement	Revlon Consumer Products Corporation
ROBINSON, CARI S.		
	Separation Agreement	Revlon Consumer Products Corporation
	Employee Agreement	Revlon Consumer Products Corporation
Robinson, Metarere		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Rolleston, Ronald L.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Romol Hair & Beauty Group		
	Share Sale and Purchase Agreement dated August 3, 2013	Revlon Consumer Products Corporation
Rosenthal, Steven		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Rueda, Diego		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Russo, Beth		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Salsify Inc		
	Vendor Agreement - Global PIM	Revlon Consumer Products Corporation
Sammon, Laurie A.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
SAMSUNG ELECTRONICS AMERICA		
	Advertisting Agreement	Revlon, Inc.
SC DATA INC		
	Services Agreement	Revlon Consumer Products Corporation
SCHNEIDER NATIONAL		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
Scott Adam Designs, Inc.		
	Settlement & Release Agreement	Elizabeth Arden, Inc.
Sek, Katherine		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Shepard, Marni		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.

Contract Counterparty	Contract Description	Legal Entity
Siegal, Steven		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
SLAYTON SEARCH PARTNERS		
	Services Agreement	Revlon Consumer Products Corporation
Smith, Paul		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
SNEH RAGOONANAN		
	Letter Agreement	Revlon Canada Inc.
SOUTHERN STATES TOYOTALIFT		
	Real Estate Lease/Rental Agreement	Roux Laboratories, Inc.
SP PLUS CORPORATION		
	Real Estate Lease/Rental Agreement	North America Revsale Inc.
SPRINKLR INC		
	License Agreements	Revlon Consumer Products Corporation
	Services Agreement	Revlon Consumer Products Corporation
	Data License or Subscription Agreement	Revlon Consumer Products Corporation
	License Agreements	Revlon Consumer Products Corporation
Stars Creations, LLC		
	Purchase Agreement dated March 4, 2015	Roux Laboratories, Inc., Beautyge Brands USA, Inc., Revlon Consumer Products Corporation
Staubinus Espana, S.L		
	Share Sale and Purchase Agreement dated August 3, 2013	Revlon Consumer Products Corporation
Steadfast Logistics, Inc		
	Services Agreement	Revlon Consumer Products Corporation
Steed, Megan		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Strength of Nature, LLC		
	Asset Purchase Agreement dated September 9, 2009	Roux Laboratories, Inc.
STEPHANIE SALCEDO		
	Settlement & Release Agreement	Revlon, Inc.
Suban, Fernando Luis		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
SUNPAC (PTY) LTD.,		
	Distribution Agreement	Roux Laboratories, Inc.
SUNTECK		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
SUSAN BONNEM		
	Settlement & Release Agreement	Revlon, Inc.
Talley-Bond, Carol		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
TapouT, LLC		
	License Agreements	Elizabeth Arden, Inc.
	Letter Agreement	Elizabeth Arden, Inc.
Taylor, James		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
TEHRANI, PENNY P.		
	Separation Agreeement	TBA
THE KIRSCHNER GROUP, INC		
	Sales Agreement	Roux Laboratories, Inc.
Thomson Reuters		
	IT Agreement	Revlon Consumer Products Corporation
Tinuiti, Inc.		
	Master Services Agreement	Revlon Consumer Products Corporation
Toledo Rosell, Francisco		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
TOM ZOSEL ASSOCIATES, LTD		
	Services Agreement	Elizabeth Arden, Inc.
TOYOTA INDUSTRIES COMMERCIAL		
	Real Estate Lease/Rental Agreement	Roux Laboratories, Inc.
TRANSFIX INC		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
Traudt, Michael D.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.

Contract Counterparty	Contract Description	Legal Entity
TRILLES, JORDI		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
U.S. XPRESS, INC.		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
ULIKETHIS LLC		
	License Agreements	Elizabeth Arden, Inc.
	License Agreements	Elizabeth Arden, Inc.
	License Agreements	Elizabeth Arden, Inc.
	License Agreements	Elizabeth Arden, Inc.
UNIVEST CAPITAL INC		
	Real Estate Lease/Rental Agreement	Elizabeth Arden, Inc.
VALLECILLOS LOPEZ, ROCIO		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
VERISIGN INC		
	Services Agreement	Revlon Consumer Products Corporation
Victor, Julia		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Walsh, Denise		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Wang, Francois		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Waters, Charles		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Williams, Lisa R.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Williamson, Martine E.		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Winter, Dirk		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Wojnarowska, Monica		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Wright, Matthew D.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Yanavage, Jennifer C.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Yves Saint Laurent America, Inc.		
	Joint Defense Agreement dated May 10, 2016	Revlon, Inc., Revlon Consumer Products Corporation
	Purchase Agreement dated June 15, 1987	Revlon, Inc.
Yves Saint Laurent International B.V.		
	Purchase Agreement dated June 15, 1987	Revlon, Inc.
Zhu, Anita Y.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Zuckerman, Susan B.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.

Exhibit B-2

Blackline comparison to Schedule of Rejected Executory Contracts and Unexpired Leases as filed on March 16, 2023

Contract Counterparty	Contract Description	Legal Entity
360 MARKET REACH		
	Services Agreement	Revlon Consumer Products Corporation
Accenture International Limited		
	IT Agreement - PLM System Maintenance	Revlon Consumer Products Corporation
	IT Agreement - PLM System Integrator	Revlon Consumer Products Corporation
ADAMS AIR and HYDRAULICS, INC.		
	Statement of Work	Roux Laboratories, Inc.
ADT SECURITY SERVICES, INC.		
	Services Agreement	Revlon Consumer Products Corporation
AIZA M. NICKEL		
	Employee Agreement	Revlon Consumer Products Corporation
AIZOON USA INC.		
	License Agreements	Elizabeth Arden, Inc.
Alfson, Jennifer K.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
ALLIED UNIVERSAL SECURITY SERVICES		
	Services Agreement	Revlon Consumer Products Corporation
	Services Agreement	Revlon Consumer Products Corporation
ALLIEDBARTON SECURITY SERVICES		
	Services Agreement	Revlon Consumer Products Corporation
AMBIUS LLC		
	Sales Agreement	Revlon Canada Inc.
	Sales Agreement	Revlon Canada Inc.
Amplifi Commerce, LLC		
	Services Agreement	Revlon Consumer Products Corporation
AMY JENNINGS		
	Settlement & Release Agreement	Revlon, Inc.
Anderson, Douglas A.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
ANGELA SCLAFANI		
	Settlement & Release Agreement	Revlon, Inc.
ARAGON, MARIO ALBERTO		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Arnold, Janet E.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
AT Kearney Inc		
	Professional Services Agreement	Revlon Consumer Products Corporation
	Statement of Work	Revlon Consumer Products Corporation

AT&T		
	Services Agreement	Elizabeth Arden, Inc.
AVA HUANG		
	Employee Agreement	Revlon Consumer Products Corporation
Bapatla, Venkata S.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
BARBARA LIGHT		
	Settlement & Release Agreement	Revlon, Inc.
Barbedette, Julien		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Bar-Ness, Ely		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Beauty Care Professional Products Luxembourg, S.a.r.l.	Purchase Agreement dated February 18, 2000	Revlon, Inc., Revlon Consumer Products Corporation, Revlon International Corporation, Revlon Canada, Inc.
Beauty Care Professional Products Participations	Share Sale and Purchase Agreement dated August 3, 2013	Revlon Consumer Products Corporation
BEAUTY SYSTEMS GROUP		
	Distribution Agreement	Revlon Canada Inc.
	Distribution Agreement	Creative Nail Design, Inc.
Beauty United		
	Grant	Revlon Consumer Products Corporation
BERYL DENNIS		
	Separation Agreeement	Revlon Canada Inc.
BLONDE & CO		
	Services Agreement	Revlon Consumer Products Corporation
BLUE YONDER INC		
	JDA IT Agreement	Elizabeth Arden, Inc.
Bond Creative Search Inc		
	Services Agreement	Revlon Consumer Products Corporation
Bonnet, Stephane		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Branovan, Alex		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Bristol-Myers Squibb Company	Joint Defense Agreement dated May 10, 2016	Revlon, Inc., Revlon Consumer Products Corporation
Bryant, James C.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.

Burks, Stephanie		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Buyukozkaya, Dana D.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Campeau, Patrick G.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
CAROLINA HANDLING LLC		
	Services Agreement	Revlon, Inc.
Carrington Parfums Ltd.		
	Purchase Agreement dated June 15, 1987	Revlon, Inc.
CATHERINE BARATTA		
	Employee Agreement	Revlon Consumer Products Corporation
CATHERINE MAHONEY		
	Settlement & Release Agreement	Revlon, Inc.
Certain Domestic Subsidiaries of Charles of the Ritz Group Ltd.		
	Purchase Agreement dated June 15, 1987	Revlon, Inc.
CFI		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
CHALLENGER GRAY and CHRISTMAS		
	Consulting Agreement	Revlon Consumer Products Corporation
Chan, Judy		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Charles of the Ritz Group Ltd.		
	Purchase Agreement dated June 15, 1987	Revlon, Inc.
Charles of the Ritz Ltd.		
	Purchase Agreement dated June 15, 1987	Revlon, Inc.
Charles of the Ritz S.A.		
	Purchase Agreement dated June 15, 1987	Revlon, Inc.
CHEMICAL STANDARDS LABORATORY		
	Supplier Agreement	Roux Laboratories, Inc.
Chia, Yumie P.		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Cho, Thomas		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Clarke, Alicen C.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
CLAUDIA OSSA		
	Employee Agreement	Revlon Consumer Products Corporation
COBURN		

COMMUNICATION INC		
	Services Agreement	Elizabeth Arden, Inc.
Coffee n Clothes		
	Services Agreement	Revlon Consumer Products Corporation
Cole, DeeDee		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Coleman, Chandra D.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Colomer Contract Services		
	Contract Manufacturing Agreement	Roux Laboratories, Inc.
Computer Generated Solutions		
	Services Agreement	Elizabeth Arden, Inc.
	Services Agreement	Elizabeth Arden, Inc.
Cornell, Brendalee L.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
COWAN SYSTEMS		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
CPG Connect Mississauga		
	Data License or Subscription Agreement	Revlon Canada Inc.
CPM United Kingdom Ltd		
	Services Agreement	Revlon International Corporation
	Services Agreement	Revlon International Corporation
	Services Agreement	Revlon International Corporation
	Services Agreement	Revlon International Corporation
CROSSMARK, INC.		
	Services Agreement	Revlon Consumer Products Corporation
	Services Agreement	Revlon, Inc.
CRST		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
CRYSTAL HANNAH		
	Employee Agreement	Revlon Consumer Products Corporation
Cuesta Civis, Yago		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Curmi, Janet C.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Dai, Sarling		

	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
DARYL YODER		
	Settlement & Release Agreement	Revlon, Inc.
DAVID SMITH		
	Settlement & Release Agreement	Revlon, Inc.
Davis, Kimberly L.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Davis, Stephen		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Demskiy, Alexey		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
DFW NATIONAL LOGISTICS		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
Dicocco, Cathy A.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Djuric, Milos		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Domingo, Gabriella		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Dowling, Gretchen A.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Drew, Jessica		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Driscoll, Sara		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Eickhoff, Christopher P.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
ELEVANO CONSULTING INC		
	Services Agreement	Revlon Consumer Products Corporation
Elysium Construction		
	Consulting Agreement	Revlon Consumer Products Corporation
Ethereal Gray, Inc.		
	Brand Ambassador	Revlon Consumer Products Corporation
European Beauty Products		

S.p.A.	Purchase Agreement dated February 18, 2000	Revlon, Inc., Revlon Consumer Products Corporation, Revlon International Corporation, Revlon Canada, Inc.
EVERYOUNG LLC		
	Brand Ambassador	Revlon Consumer Products Corporation
EWG		
	License Agreement	Revlon Consumer Products Corporation
Exiger Diligence Inc.		
	Consulting Agreement	Revlon Consumer Products Corporation
Fier, Seth		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Firebelly Inc		
	Services Agreement	Revlon Consumer Products Corporation
Fontana, Fabio		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
FOUCHEZ, Martin		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Four Star Salon Services, Inc.	Purchase Agreement dated March 4, 2015	Roux Laboratories, Inc., Beautyge Brands USA, Inc., Revlon Consumer Products Corporation
FRANK STEFANI		
	Employee Agreement	Revlon Consumer Products Corporation
French, Michele		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Frolovicheva, Inna		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
FTI CONSULTING, INC.		
	Engagement Letter	Revlon Consumer Products Corporation
Gallastegui Astrain, Miguel		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Gallo, Ashley		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Garcia Clau, Carlos		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Gearhart, Brian		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and	Revlon, Inc.

	related agreements	
Gerber, Alexandra		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Gilbert Express (GBEA 397018)		
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
Gordon-Bennett, Tarryn		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Grandjean, Marion		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Green, Yusef		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Gregware, Kerith P.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Greve, Christine		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Haldy, Maureen S.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Hamilton, David J.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Hayek, Tony		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Heft, Steven		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Hinds Pearl, Alison		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and	Revlon, Inc.

	related agreements	
IMPACT FULFILMENT SERVICES, LLC		
	Services Agreement	Revlon (Puerto Rico) Inc.
INVESTIS INC		
	Marketing Agreement	Revlon Consumer Products Corporation
Islas, Marco		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
JACQUELINE ANDERSON		
	Employee Agreement	Revlon Canada Inc.
JAMES FRANCISCO		
	Employee Agreement	Revlon Consumer Products Corporation
JANET TITLEY		
	Settlement & Release Agreement	Revlon, Inc.
JEFFREY WEISS		
	Settlement & Release Agreement	Revlon, Inc.
JOHNSTON EQUIPMENT		
	Real Estate Lease/Rental Agreement	Revlon Canada Inc.
Jose, Wilfrido		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Juarez, Mauricio		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
JULIE PETERSON		
	Guaranty and Indemnity Agreement	Revlon, Inc.
Jurist Company Inc		
	Services Agreement	Revlon Consumer Products Corporation
Kagiampini, Anastasia		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
KAREN WIGLEY		
	Employee Agreement	Revlon Consumer Products Corporation
KATHEY WALSH		
	Settlement & Release Agreement	Revlon, Inc.
KATRA, Charbel		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Katz, Sharon		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Kelley, Caroline D.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Kennel, Jeffrey		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.

	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Kidd, Vanessa		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
King, Linda		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Kumar, Prabhat		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Kwan, Javis		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Lacrampe, Nathalie		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Ladghem-Chikouche, Nora		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Latour, Rafael		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
LAWRENCE ELGIN		
	Employee Agreement	Revlon Canada Inc.
Lazardi, Keyla		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Lecomte, Axel		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Lee, Susan Y.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Lee, Yun J.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Leonard, Suzanne		
	Restricted Stock Unit Agreement and	Revlon, Inc.

	related agreements LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Li, Tina		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
LINDA MCLELLAN		
	Settlement & Release Agreement	Revlon, Inc.
LINDA RIKER		
	Employee Agreement	Revlon Consumer Products Corporation
LINGO STAFFING		
	Consulting Agreement	Elizabeth Arden, Inc.
Liu Ph.D., Joey		
	Restricted Stock Unit Agreement and related agreements LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc. Revlon, Inc.
Lordi, Kalliope		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Ludovico Martelli S.R.L.	Asset Sale and Purchase Agreement dated December 18, 2019	Revlon Consumer Products Corporation
Luhoo Productions Inc		
	Brand Ambassador	Revlon Consumer Products Corporation
Lumpkins, Timothy		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
LURLINE JOY FULLER		
	Employee Agreement	Revlon Canada Inc.
Ma, Melody		
	Restricted Stock Unit Agreement and related agreements LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc. Revlon, Inc.
MABE TRUCKING		
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
MACANDREWS & FORBES INCORPORATED		
	Reimbursement Agreement	Revlon Consumer Products Corporation
	Reimbursement Agreement	Revlon Consumer Products Corporation
MAE K. MOORE		
	Settlement & Release Agreement	Revlon, Inc.
MANON CARPENTIER		
	Employee Agreement	Revlon Canada Inc.
MARGARIT, NURIA		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MARIA DO ROSARIO CORREIA		
	Employee Agreement	Revlon Canada Inc.
MARLA HAMILTON		
	Release Agreement	Revlon, Inc.
MASIELYN SIMPSON		
	Employee Agreement	Revlon Canada Inc.

Mattel, Inc.		
	License Agreements	Revlon Consumer Products Corporation
	License Agreements	Revlon Consumer Products Corporation
	License Agreements	Revlon Consumer Products Corporation
McBride Research Laboratories, Inc.		
	Contract Manufacturing Agreement	Roux Laboratories, Inc.
McLaughlin, Paul V.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MEETINGZONE INC		
	Supplier Agreement	Revlon Consumer Products Corporation
MESSAGEBANK, LLC		
	IT Agreement	Revlon Consumer Products Corporation
MIMRAN GROUP INC.		
	Letter Agreement	Elizabeth Arden, Inc.
	Letter Agreement	Elizabeth Arden (Canada) Limited
	IP Licenses & Distribution Agreements	Elizabeth Arden, Inc.
	IP Licenses & Distribution Agreements	Elizabeth Arden (Canada) Limited
	License Agreements	Elizabeth Arden (Canada) Limited
	License Agreements	Elizabeth Arden, Inc.
	License Agreements	Elizabeth Arden (Canada) Limited
MMI ANALYTICS LIMITED		
	Services Agreement	Elizabeth Arden, Inc.
Model, Deborah		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Moittie, Celine		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MORGAN STANLEY		
	License Agreements	Revlon Consumer Products Corporation
Motan, Hesham		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Mount, Stacey		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MPS MULTI PACKAGING SOLUTIONS TCZEW		
	Direct Spend Agreement	Elizabeth Arden, Inc.
MURO, ANDER		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
MVT SERVICES LLC		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
MYRIAM KERR		

	Settlement & Release Agreement	Revlon, Inc.
Nardello, Diana D.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
News America Marketing		
	Supplier Agreement	Revlon Consumer Products Corporation
NJJ PRODUCTIONS, INC.		
	License Agreements	Elizabeth Arden, Inc.
	Letter Agreement	Elizabeth Arden, Inc.
Nordstrom, Janet E.		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Northern Trust Company		
	Revlon Nonqualified Plans and Agreements Custody Agreement	Revlon Consumer Products Corporation
Norvo, S.L.,	Share Sale and Purchase Agreement dated August 3, 2013	Revlon Consumer Products Corporation
Noyes, Simone		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Nuxeo Corporation		
	IT Agreement	Revlon Consumer Products Corporation
O'Brien, Kristin		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
O'NEIL, DEBORAH ANNE		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Orengo, Maribelle		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Ortolano, Michael		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Park Costof, Won		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Patel, Aarti		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Pei Jin, Chia		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
PENA, JOSEP		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Perelman, Debbie		
	LTIP Restricted Stock Unit Agreement and	Revlon, Inc.

	related agreements	
Pettenati, Fernando		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Piergiorgi, Raymond J.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Potash, Lori Ann		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
PRECIMA INC		
	Participation Agreement	Revlon Consumer Products Corporation
	Participation Agreement	Revlon Consumer Products Corporation
PREMIUM RETAIL SERVICES		
	Services Agreement	Revlon Consumer Products Corporation
Prendergast, Hayley S.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
PriceTrace LLC		
	Services Agreement	Revlon Consumer Products Corporation
Pro-Vision International, Inc.		
	Supplier Agreement	Revlon Consumer Products Corporation
Pt. Barclay Products	Asset Sale and Purchase Agreement dated June 30, 2015	Revlon Consumer Products Corporation, Revlon, Inc.
Pt. Tempo Scan Pacific, TBK	Asset Sale and Purchase Agreement dated June 30, 2015	Revlon Consumer Products Corporation, Revlon, Inc.
Quick, Cynthia A.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
RACKSPACE US, INC.		
	IT Agreement	Revlon Consumer Products Corporation
Rady, Kaitlin		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
RAMONA CERVANTES		
	Employee Agreement	Revlon Consumer Products Corporation
Raso, Tracey L.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
RAUL PAREDES		
	Employee Agreement	Revlon Canada Inc.
Redon, Romina		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Reed, Gretchen L.		
	Restricted Stock Unit Agreement and	Revlon, Inc.

	related agreements	
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Richards, Joseph		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Ritacco, Dominick		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Robert Callan & Associattes Ltd		
	Consulting Agreement	Revlon Consumer Products Corporation
ROBINSON, CARI S.		
	Separation Agreement	Revlon Consumer Products Corporation
	Employee Agreement	Revlon Consumer Products Corporation
Robinson, Metarere		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Rolleston, Ronald L.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Romol Hair & Beauty Group	Share Sale and Purchase Agreement dated August 3, 2013	Revlon Consumer Products Corporation
Rosenthal, Steven		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Rueda, Diego		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Russo, Beth		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Salsify Inc		
	Vendor Agreement - Global PIM	Revlon Consumer Products Corporation
Sammon, Laurie A.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
SAMSUNG ELECTRONICS AMERICA		
	Advertisting Agreement	Revlon, Inc.
SC DATA INC		
	Services Agreement	Revlon Consumer Products Corporation
SCHNEIDER NATIONAL		

	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
Scott Adam Designs, Inc.		
	Settlement & Release Agreement	Elizabeth Arden, Inc.
Sek, Katherine		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Shepard, Marni		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Siegal, Steven		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
SLAYTON SEARCH PARTNERS		
	Services Agreement	Revlon Consumer Products Corporation
Smith, Paul		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
SNEH RAGOONANAN		
	Letter Agreement	Revlon Canada Inc.
SOUTHERN STATES TOYOTALIFT		
	Real Estate Lease/Rental Agreement	Roux Laboratories, Inc.
SP PLUS CORPORATION		
	Real Estate Lease/Rental Agreement	North America Revsale Inc.
SPRINKLR INC		
	License Agreements	Revlon Consumer Products Corporation
	Services Agreement	Revlon Consumer Products Corporation
	Data License or Subscription Agreement	Revlon Consumer Products Corporation
	License Agreements	Revlon Consumer Products Corporation
Stars Creations, LLC	Purchase Agreement dated March 4, 2015	Roux Laboratories, Inc., Beautyge Brands USA, Inc., Revlon Consumer Products Corporation
Staubinus Espana, S.L	Share Sale and Purchase Agreement dated August 3, 2013	Revlon Consumer Products Corporation
Steadfast Logistics, Inc		
	Services Agreement	Revlon Consumer Products Corporation
Steed, Megan		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Strength of Nature, LLC	Asset Purchase Agreement dated September 9, 2009	Roux Laboratories, Inc.

STEPHANIE SALCEDO		
	Settlement & Release Agreement	Revlon, Inc.
Suban, Fernando Luis		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
SUNPAC (PTY) LTD.,		
	Distribution Agreement	Roux Laboratories, Inc.
SUNTECK		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
SUSAN BONNEM		
	Settlement & Release Agreement	Revlon, Inc.
Talley-Bond, Carol		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
TapouT, LLC		
	License Agreements	Elizabeth Arden, Inc.
	Letter Agreement	Elizabeth Arden, Inc.
Taylor, James		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
TEHRANI, PENNY P.		
	Separation Agreeement	TBA
THE KIRSCHNER GROUP, INC		
	Sales Agreement	Roux Laboratories, Inc.
Thomson Reuters		
	IT Agreement	Revlon Consumer Products Corporation
Tinuiti, Inc.	Master Services Agreement	Revlon Consumer Products Corporation
Toledo Rosell, Francisco		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
TOM ZOSEL ASSOCIATES, LTD		
	Services Agreement	Elizabeth Arden, Inc.
TOYOTA INDUSTRIES COMMERCIAL		
	Real Estate Lease/Rental Agreement	Roux Laboratories, Inc.
TRANSFIX INC		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
Traudt, Michael D.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
TRILLES, JORDI		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.

	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
U.S. XPRESS, INC.		
	Logistics/Shipping Agreement	Revlon Consumer Products Corporation
	Logistics/Shipping Agreement	Elizabeth Arden, Inc.
ULIKETHIS LLC		
	License Agreements	Elizabeth Arden, Inc.
	License Agreements	Elizabeth Arden, Inc.
	License Agreements	Elizabeth Arden, Inc.
	License Agreements	Elizabeth Arden, Inc.
UNIVEST CAPITAL INC		
	Real Estate Lease/Rental Agreement	Elizabeth Arden, Inc.
VALLECILLOS LOPEZ, ROCIO		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
VERISIGN INC		
	Services Agreement	Revlon Consumer Products Corporation
Victor, Julia		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Walsh, Denise		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Wang, Francois		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Waters, Charles		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Williams, Lisa R.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Williamson, Martine E.		
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Winter, Dirk		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Wojnarowska, Monica		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Wright, Matthew D.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Yanavage, Jennifer C.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and	Revlon, Inc.

	related agreements	
Yves Saint Laurent America, Inc.		
	Joint Defense Agreement dated May 10, 2016	Revlon, Inc., Revlon Consumer Products Corporation
	Purchase Agreement dated June 15, 1987	Revlon, Inc.
Yves Saint Laurent International B.V.		
	Purchase Agreement dated June 15, 1987	Revlon, Inc.
Zhu, Anita Y.		
	Retention Award Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
Zuckerman, Susan B.		
	Restricted Stock Unit Agreement and related agreements	Revlon, Inc.
	LTIP Restricted Stock Unit Agreement and related agreements	Revlon, Inc.

Exhibit C-1

Schedule of Retained Causes of Action

This **Exhibit C** contains the Schedule of Retained Causes of Action. Article IV.Q of the Plan provides as follows:

> In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, any and all Retained Causes of Action (except, if the GUC Trust is established in accordance with the Plan, the GUC Trust may enforce all rights to commence and pursue Retained Preference Actions), whether arising before or after the Petition Date, including but not limited to any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. If the GUC Trust is established in accordance with the Plan, the GUC Trust (on its own behalf and, if the PI Settlement Fund is established in accordance with the Plan, as agent for the PI Settlement Fund) shall retain and may enforce all rights to commence and pursue any Retained Preference Actions, and the GUC Trust's rights to commence, prosecute, or settle such Retained Preference Actions shall be preserved notwithstanding the occurrence of the Effective Date. For the avoidance of doubt, the preservation of Retained Causes of Action described in the preceding sentence includes, but is not limited to, the Reorganized Debtors' retention of the Debtors' rights to (1) object to Administrative Claims, (2) object to other Claims, and (3) subordinate Claims, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article **Error! Reference source not found.** of the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date.
>
> The Reorganized Debtors may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors, in their respective discretion. The GUC Trust, if established, may pursue Retained Preference Actions and objections to General Unsecured Claims in accordance with the best interests of the GUC Trust and the PI Settlement Fund. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors (or, with respect to the Retained Preference Actions, the GUC Trust) will not pursue any and all available Retained Causes of Action. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Retained Causes of Action against any Entity. The GUC Trust expressly reserves all rights to prosecute any and all Retained Preference Actions in accordance with the Plan. The Reorganized Debtors and, solely with respect to Retained Preference Actions and the allowance or disallowance of General Unsecured Claims, the GUC Trust, as applicable, expressly reserve all and shall retain the applicable Retained Causes of Action, for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral

estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all Retained Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Retained Causes of Action except as otherwise expressly provided in the Plan and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

Notwithstanding, and without limiting the generality of Article IV.Q. of the Plan, the following Exhibit C includes certain Causes of Action expressly preserved by the Debtors and the Reorganized Debtors, subject to the terms of the Plan and the information provided in this Exhibit C, including the following types of claims:

1. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters.

2. Claims Related to Tax Obligations

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all tax obligations to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including, without limitation, against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors or the Reorganized Debtors, regardless of whether such Entity is specifically identified herein. Without limiting the generality of the foregoing, the Debtors' expressly reserve all Causes of Action against the United States of America, Puerto Rico, Canada, the United Kingdom, or any other federal, state, local, province, foreign, or other taxing authorities, including the Entities identified on Schedule 1 attached hereto.

3. Claims Related to Pending and Future Litigation against the Debtors

As provided in Article X of the Plan, to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, the Debtors reserve any rights of the Debtors and the Reorganized Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or

other Causes of Action in response to such Causes of Action. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Entities that are the parties to the actions identified on Schedule 2 attached hereto.

4. Claims Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings

The Debtors or Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit C**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

5. Claims Related to the KERP

The Debtors or Reorganized Debtors, as applicable, expressly reserve all Causes of Action, including clawback rights under the KERP, against KERP participants whose employment was terminated or who resigned prior to the Effective Date.

Schedule 1
Claims Related to Tax Obligations

TAX AUTHORITY	TAX TYPE	ADDRESS
ALABAMA DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 327435, MONTGOMERY, AL 36132-7435
ALABAMA DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 327431, MONTGOMERY, AL 36132
ALABAMA DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	701 32ND STREET, BIRMINGHAM, AL 35296
ALASKA REMOTE SELLER SALES TAX	SALES TAX, VAT, GST, ETC.	ONE SEALASKA PLAZA STE. 200, JUNEAU, AK 99801
ALVARADO TAX & BUSINESS	REAL PROPERTY TAXES, SALES TAX, VAT, GST, ETC.	104 ACUARELA MARGINAL STREET, GUAYNABO, PUERTO RICO 00969-0000
ARIZONA DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 29010, PHOENIX, AZ 85038-9010
ARKANSAS DEPT OF FINANCE AND ADMIN	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 1272, SALES AND USE TAX, LITTLE ROCK, AR 72203
ARKANSAS DEPT OF FINANCE AND ADMIN	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 3861, LITTLE ROCK, AR 72203-3861
AVALARA INC.	SALES TAX, VAT, GST, ETC.	1100 2ND AVE, SUITE 300, SEATTLE, VAR 98101
BENTON COUNTY TAX COLLECTOR	PERSONAL PROPERTY TAXES	215 E CENTRAL AVE RM 101, BENTONVILLE, AR 72712
BROWARD COUNTY TAX COLLECTOR	PERSONAL PROPERTY TAXES	115 S. ANDREWS AVE #A100, FORT LAUDERDALE, FL 33301-1895
CALIFORNIA DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	PO BOX 942879, SACRAMENTO, CA 94279-0001
CALIFORNIA FRANCHISE TAX BOARD	INCOME TAXES	PO BOX 942857, SACRAMENTO, CA 94257-0511
CALIFORNIA SECRETARY OF STATE	OTHER TAXES	1500 11TH STREET, SACRAMENTO, CA 95814
CALIFORNIA STATE BOARD OF EQUALIZATION	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 942879, SACRAMENTO, CA 94279
CANADA BORDER SERVICES AGENCY	CUSTOMS AND DUTY, OTHER TAXES, SALES TAX, VAT, GST, ETC.	333 NORTH RIVER ROAD, PLACE VANIER, OTTAWA, CANADA K1A 0L8
CANADA REVENUE AGENCY	INCOME TAXES, SALES TAX, VAT, GST, ETC.	875 HERON ROAD, OTTAWA, CANADA K1A 1B1
CANADA REVENUE AGENCY	INCOME TAXES	PO BOX 3800 STN A, SUDBURRY, CANADA P3A 0C3

TAX AUTHORITY	TAX TYPE	ADDRESS
CITY OF MCALLEN	PERSONAL PROPERTY TAXES	311 N 15TH, MCALLEN, TX 78505
CITY OF PHILADELPHIA	INCOME TAXES	PO BOX 1393, PHILADELPHIA, PA 19105-1393
CITY OF ROANOKE TREASURER	REAL PROPERTY TAXES	PO BOX 1451, ROANOKE, VA 24007-1451
CITY OF SALEM	PERSONAL PROPERTY TAXES	P O BOX 869, 114 NORTH BROAD STREET, SALEM, VA 24153
CITY OF SEATTLE LICENSING AND TAX ADMINISTRATION	SALES TAX, VAT, GST, ETC.	PO BOX 34907, SEATTLE, WA 98124-1907
CLARK COUNTY ASSESSOR	PERSONAL PROPERTY TAXES	500 S. GRAND CENTRAL PKWAY 2ND FLOOR, PO BOX 551401, LAS VEGAS, NV 89155-1401
COLORADO DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	1375 SHERMAN ST, DENVER, CO 80261
COLORADO DEPARTMENT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	TAXPAYER SERVICES DIVISION, DENVER, CO 80261-0013
COLORADO SECRETARY OF STATE	OTHER TAXES	1700 BROADWAY, DENVER, CO 80290
COMMISSIONER OF REVENUE SERVICES	INCOME TAXES	PO BOX 2974, HARTFORD, CT 06104-2974
COMMISSIONER OF REVENUE SERVICES	OTHER TAXES, SALES TAX, VAT, GST, ETC.	P.O. BOX 2929, ATTN: DEPT OF REVENUE OF SERVICES, HARTFORD, CT 06104-2929
COMMISSIONER OF TAXATION & FINANCE	INCOME TAXES	NYS ASSESSMENT RECEIVABLES, BINGHAMTON, NY 13902
COMPTROLLER OF MARYLAND	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	110 CARROLL ST, ANNAPOLIS, MD 21411-0001
CONYERS DILL AND PEARMAN	OTHER TAXES	CLARENDON HOUSE, 2 CHURCH STREET, HAMILTON, CAYMAN ISLANDS HM11
D.C. TREASURER	INCOME TAXES	PO BOX 960 OFFICE OF TAX AND REVENUE, WASHINGTON, DC 20090-6019
DELAWARE DIVISION OF CORPORATIONS	OTHER TAXES	JOHN G. TOWNSEND BLDG., 401 FEDERAL STREET – SUITE 4, DOVER, DE 19901
DELAWARE DIVISION OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 2340, WILMINGTON, DE 19899
DELAWARE DIVISION OF REVENUE	INCOME TAXES, OTHER TAXES	PO BOX 830, WILMINGTON, DE 19898
DELAWARE SECRETARY OF STATE	OTHER TAXES	PO BOX 5509, BINGHAMTON, DE 13902-5509

TAX AUTHORITY	TAX TYPE	ADDRESS
DEPARTMENT OF ASSESSMENTS AND TAXATION	OTHER TAXES	301 W. PRESTON STREET, ROOM 801 , BALTIMORE, MD 21201-2395
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS - BUSINESS REGISTRATION DIVISION	OTHER TAXES	PO BOX 40, HONOLULU, HI 96810
DEPARTMENT OF REVENUE	INCOME TAXES	PO BOX 23191, JACKSON, MS 39225-3191
DEPARTMENT OF REVENUE MISSISSIPPI	INCOME TAXES	PO BOX 23191, JACKSON, MS 39225-3191
DEPT OF THE TREASURY, DIVISION OF REVENUE AND ENTERPRISE SERVICES	OTHER TAXES	125 W STATE ST, TRENTON, NJ 08608
DISTRICT OF COLUMBIA TREASURER	SALES TAX, VAT, GST, ETC.	OFFICE OF TAX AND REVENUE, DC, DC 20090-6384
EDISON TAX COLLECTOR	REAL PROPERTY TAXES	100 MUNICIPAL BOULEVARD, EDISON, NJ 08817
FLORIDA DEPT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	5050 W TENNESSEE STREET, TALLAHASSEE, FL 32399-0125
FLORIDA DEPT. OF REVENUE	SALES TAX, VAT, GST, ETC.	1401 W. US HIGHWAY 90,#100, LAKELAND, FL 32055
GALVESTON CO. MUD NO. 54	PERSONAL PROPERTY TAXES	PO BOX 1368, FRIENDSWOOD, TX 77549-1368
GALVESTON COUNTY	PERSONAL PROPERTY TAXES, REAL PROPERTY TAXES	PO BOX 1169, GALVESTON, TX 77553
GEORGIA DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 105136, PROCESSING CENTER, ATLANTA, GA 30348
GEORGIA DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 105499, ATLANTA, GA 30348-5499
GEORGIA DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	PO BOX 105408, ATLANTA, GA 30348-5408
GRANVILLE COUNTY TAX OFFICE	PERSONAL PROPERTY TAXES, REAL PROPERTY TAXES	PO BOX 219, OXFORD, NC 27565
HAWAII DEPARTMENT OF TAXATION	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 1730, HONOLULU, HI 96806-1730
HAWAII STATE TAX COLLECTOR	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 1530, HONOLULU, HI 96806-1530
HAYS COUNTY	PERSONAL PROPERTY TAXES	712 S STAGECOACH TRAIL, SAN MARCOS, TX 78666

TAX AUTHORITY	TAX TYPE	ADDRESS
HIDALGO COUNTY	PERSONAL PROPERTY TAXES	PO BOX 178, EDINBURG, TX 78540
HM REVENUE AND CUSTOMS	CUSTOMS AND DUTY,OTHER TAXES, SALES TAX, VAT, GST, ETC.	LONDON BX9 1WR
IDAHO SECRETARY OF STATE'S OFFICE	OTHER TAXES	450 N 4TH ST, BOISE, ID 83702
IDAHO STATE TAX COMMISSION	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 76, BOISE, ID 83707
ILLINOIS DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	RETAILERS OCCUPATION TAX, SPRINGFIELD, IL 62796-0001
ILLINOIS DEPARTMENT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	RETAILERS OCCUPATION TAX, PO BOX 19447, SPRINGFIELD, IL 62796
IN DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 7220, INDIANAPOLIS, IN 46207
INDIANA DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 7228, INDIANAPOLIS, IN 46207-7228
IOWA DEPT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 10469, DES MOINES, IA 50306-0469
IOWA DEPT. OF REVENUE	SALES TAX, VAT, GST, ETC.	PO BOX 10469, DES MOINES, IA 50306-0469
JIM OVERTON, TAX COLLECTOR	PERSONAL PROPERTY TAXES, REAL PROPERTY TAXES	231 E. FORSYTH ST., JACKSONVILLE, FL 32202-3375
KANSAS DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	915 S.W. HARRISON STREET, TOPEKA, KS 66625
KANSAS SECRETARY OF STATE	OTHER TAXES	MEMORIAL HALL 1ST FLOOR, 120 S.W. 10TH AVENUE , TOPEKA , KS 66612-1594
KENTUCKY SECRETARY OF STATE	OTHER TAXES	700 CAPITAL AVE., STE. 152, FRANKFORT, KY 40601
KENTUCKY STATE TREASURER	INCOME TAXES, SALES TAX, VAT, GST, ETC.	KENTUCKY REVENUE CABINET, FRANKFORT, KY 40620-0003
KENTUCKY STATE TREASURER	SALES TAX, VAT, GST, ETC.	KENTUCKY DEPARTMENT OF REVENUE, FRANFORT, KY 40620
LOUISIANA DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 3138, BATON ROUGE, LA 70821
LOUISIANA DEPARTMENT OF REVENUE	INCOME TAXES	PO BOX 201, BATON ROUGE, LA 70821-0201
LOUISIANA SECRETARY OF STATE	OTHER TAXES	3851 ESSEN LANE, BATON ROUGE, LA 70804

TAX AUTHORITY	TAX TYPE	ADDRESS
MA DEPARTMENT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 7038, BOSTON, MA 02204
MACANDREWS & FORBES INCORPORATED	INCOME TAXES	35 EAST 62ND STREET, NEW YORK, NJ 10065
MAINE BUREAU OF TAXATION	SALES TAX, VAT, GST, ETC.	PO BOX 1065, SALES EXCISE TAX DIVISION, AUGUSTA, ME 04332
MAINE REVENUE SERVICES	SALES TAX, VAT, GST, ETC.	PO BOX 1065, AUGUSTA, ME 04331-1065
MASSACHUSETTS DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 7062, BOSTON, MA 02204
MASSACHUSETTS DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	PO BOX 419257, BOSTON, MA 02241-9257
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS	OTHER TAXES	CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU, CORPORATIONS DIVISION , P.O. BOX 30054, LANSING, MI 48909
MICHIGAN DEPT. OF TREASURY	INCOME TAXES	PO BOX 77000, DETROIT, MI 48277-0375
MINISTER OF FINANCE	SALES TAX, VAT, GST, ETC.	P.O BOX 9482 STN, PROV.GOVT, VICTORIA, CANADA V8W 9E6
MINISTER OF REVENUE OF QUEBEC	SALES TAX, VAT, GST, ETC.	C.P. 4000, MONTREAL H5B 1A5
MINNESOTA DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 64649, ST PAUL, MN 55164-0649
MINNESOTA REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	MAIL STATION 1260, ST PAUL, MN 55145
MISSISSIPPI DEPT OF REVENUE	SALES TAX, VAT, GST, ETC.	PO BOX 960, JACKSON, MS 39205
MISSISSIPPI STATE TAX COMMISSION	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 960, JACKSON, MS 32905
MISSISSIPPI STATE TAX COMMISSION	SALES TAX, VAT, GST, ETC.	PO BOX 960, JACKSON, MS 39225-3075
MISSOURI DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 999, JEFFERSON CITY, MO 65108
MISSOURI DEPT OF REVENUE	INCOME TAXES	PO BOX 3365, JEFFERSON CITY, MO 65105-0700
MONTANA DEPARTMENT OF REVENUE	INCOME TAXES	PO BOX 8021, HELENA, MT 59604-8021
NEBRASKA DEPARTMENT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 98923, LINCOLN, NE 68509

TAX AUTHORITY	TAX TYPE	ADDRESS
NEVADA DEPARTMENT OF TAXATION	SALES TAX, VAT, GST, ETC.	2550 PASEO VERDE PARKWAY STE 180, HENDERSON, NV 89074
NEW HAMPSHIRE DRA TAX DEPT	INCOME TAXES	PO BOX 1265, CONCORD, NH 03302-1265
NEW MEXICO TAXATION AND REVENUE DEPARTMENT	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 25127, SANTA FE, NM 87504-5127
NEW MEXICO TAXATION AND REVENUE DEPARTMENT	SALES TAX, VAT, GST, ETC.	PO BOX 25128, SANTA FE, NM 87504-5128
NEW YORK SECRETARY OF STATE	OTHER TAXES	123 WILLIAM STREET, NEW YORK, NY 21201-2395
NEW YORK STATE CORPORATION TAX	INCOME TAXES	PO BOX 22109, ALBANY, NY 12201
NEW YORK STATE DEPT	SALES TAX, VAT, GST, ETC.	PO BOX 4127, BINGHAMTON, NY 13902-4127
NEW YORK STATE SALES TAX	SALES TAX, VAT, GST, ETC.	PO BOX 1205, JFK BUILDING, NEW YORK, NY 10116
NORTH CAROLINA DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 25000, RALEIGH, NC 27640
NYC DEPARTMENT OF FINANCE	OTHER TAXES, PERSONAL PROPERTY TAXES	PO BOX 3933, NEW YORK, NY 10008-3933
NYC DEPARTMENT OF FINANCE	OTHER TAXES	PO BOX 3646, NEW YORK, NY 10008-3646
NYS FILING FEE	INCOME TAXES	PO BOX 15310, STATE PROC, ALBANY, NY 12212-5310
OHIO DEPARTMENT OF TAXATION	OTHER TAXES, SALES TAX, VAT, GST, ETC.	4485 NORTHLAND RIDGE BLVD, COLUMBUS, OH 43229
OHIO DEPT OF TAXATION	SALES TAX, VAT, GST, ETC.	PO BOX 16560, COLUMBUS, OH 43216
OKLAHOMA SECRETARY OF STATE	OTHER TAXES	COLCORD CENTER, 421 NW 13TH ST, SUITE 210/220, OKLAHOMA CITY, OK 73103
OKLAHOMA TAX COMMISSION	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 26890, OKLAHOMA CITY, OK 73126
OKLAHOMA TAX COMMISSION	INCOME TAXES	PO BOX 26850, OKLAHOMA CITY, OK 73126-0930
OKLAHOMA TAX COMMISSION	SALES TAX, VAT, GST, ETC.	PO BOX 26858, OKLAHOMA CITY, OK 73126
OREGON DEPARTMENT OF REVENUE	INCOME TAXES	PO BOX 14950, SALEM, OR 97309-0470

TAX AUTHORITY	TAX TYPE	ADDRESS
PENNSYLVANIA DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	DEPT 280420, HARRISBURG, PA 17128
PENNSYLVANIA DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	DEPT 280406, HARRISBURG, PA 17128-0404
PENNSYLVANIA DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	3RD FLOOR EDISON, HARRISBURG, PA 17128-0404
PUERTO RICO TREASURY DEPARTMENT	PERSONAL PROPERTY TAXES	10 PASEO COVADONGA, SAN JUAN, PUERTO RICO 00901
PUERTO RICO TREASURY DEPARTMENT	SALES TAX, VAT, GST, ETC.	SAN JUAN 00901
RECEIVER GENERAL FOR CANADA	SALES TAX, VAT, GST, ETC.	SUDBURY TAX SERVICES, SUDBURY, CANADA P3A 0C3
REVENUE QUEBEC	SALES TAX, VAT, GST, ETC.	COMPLEXE DESJARDINS, SECTEUR D246VE, MONTREAL, CANADA H5B 1A4
RHODE ISLAND DIVISION OF TAXATION	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	ONE CAPITAL HILL, STE 9, PROVIDENCE, RI 02908-5814
RHODE ISLAND DIVISION OF TAXATION	SALES TAX, VAT, GST, ETC.	ONE CAPITOL HILL, PROVIDENCE, RI 02908-5800
SC DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	WITHHOLDING, COLUMBIA, SC 24214
SECRETARY OF STATE, NEVADA STATE CAPITOL BUILDING	OTHER TAXES	101 NORTH CARSON STREET, SUITE 3, CARSON CITY, NV 89701
SOUTH CAROLINA DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 125, COLUMBIA, SC 29214-0850
SOUTH DAKOTA DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	445 E. CAPITOL AVENUE, PIERRE, SD 57501
SOUTH DAKOTA DEPT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 5055, SIOUX FALLS, SD 57117
STATE OF MICHIGAN	SALES TAX, VAT, GST, ETC.	PO BOX 30113, LANSING, MI 48909
STATE OF NEW JERSEY	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 929, TRENTON, NJ 08625-0929
STATE OF NEW JERSEY	INCOME TAXES	NJ DIVISION OF TAXATION, NEXUS AUDI, TRENTON, NJ 08695-0269
STATE OF NEW JERSEY	SALES TAX, VAT, GST, ETC.	PO BOX 059, TRENTON, NJ 08646-0059
STATE OF NEW MEXICO	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 25128, TAXATION AND REVENUE DEPARTMENT, SANTA FE, NM 87504

TAX AUTHORITY	TAX TYPE	ADDRESS
STATE OF WASHINGTON	SALES TAX, VAT, GST, ETC.	PO BOX 47464, OLYMPIA, WA 98504-7464
STATE TAX COMMISSION	SALES TAX, VAT, GST, ETC.	PO BOX 76, BOISE, ID 83707
TAX COLLECTOR COUNTY OF SAN DIEGO	PERSONAL PROPERTY TAXES	1600 PACIFIC HWY. ROOM 162, SAN DIEGO, CA 92121
TAX COLLECTOR, CITY OF STAMFORD	PERSONAL PROPERTY TAXES	PO BOX 50, STAMFORD, CT 06904
TENNESSEE DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	500 DEADERICK STREET, ANDREW JACKSON STATE OFFICE BLDG., NASHVILLE, TN 37242
TENNESSEE DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	500 DEADERICK ST ANDREW JACKSON STA, NASHVILLE, TN 37242
TENNESSEE SECRETARY OF STATE	OTHER TAXES	312 ROSA L PARKS AVE, NASHVILLE, TN 37243
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	SALES TAX, VAT, GST, ETC.	PO BOX 149348, AUSTIN, TX 78714-9348
TEXAS CONTROLLER OF PUBLIC ACCOUNT	INCOME TAXES	111 EAST 17TH STREET, AUSTIN, TX 78774
TEXAS STATE COMPTROLLER	OTHER TAXES, SALES TAX, VAT, GST, ETC.	111 EAST 17TH STREET, AUSTIN, TX 78774
THE DIRECTOR	SALES TAX, VAT, GST, ETC.	PO BOX 9443, VICTORIA, CANADA V8W 9W7
TOWN OF FRANKLIN	PERSONAL PROPERTY TAXES	PO BOX 986, MEDFORD, MA 02155-0010
TOWNSHIP OF IRVINGTON	PERSONAL PROPERTY TAXES, REAL PROPERTY TAXES	1 CIVIC SQUARE, MUNICIPAL BLDG, IRVINGTON, NJ 07111
TREASURER OF STATE OF OHIO	SALES TAX, VAT, GST, ETC.	PO BOX 16158, COLUMBUS, OH 43218-6158
TREASURER OF VIRGINIA	SALES TAX, VAT, GST, ETC.	PO BOX 570, DIV OF CHILD SUPPORT ENFORCEMENT, RICHMOND, VA 23218
TREASURER STATE OF MAINE	SALES TAX, VAT, GST, ETC.	PO BOX 9101, AUGUSTA, ME 04332-9101
TREASURER STATE OF NEW JERSEY	SALES TAX, VAT, GST, ETC.	400 EAST STATE STREET, TRENTON, NJ 08690
TREASURER, CITY OF ROANOKE	PERSONAL PROPERTY TAXES, REAL PROPERTY TAXES	ATTN: OBC, PO BOX 1451, ROANOKE, VA 24007-1451
TREASURER, STATE OF IOWA	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 10466, DES MOINES, IA 50306-0466

TAX AUTHORITY	TAX TYPE	ADDRESS
TREASURY GENERAL ACCOUNT	OTHER TAXES	21500 MT. BELFORD AVE., ENGLEWOOD, CO 80112
US CUSTOMS AND BORDER PROTECTION	CUSTOMS AND DUTY	PO BOX 530071, ATLANTA, GA 30353-0071
UTAH STATE TAX COMMISSION	INCOME TAXES, SALES TAX, VAT, GST, ETC.	210 N 1950 W, SALT LAKE CITY, UT 84134
VERMONT DEPARTMENT OF TAXES	INCOME TAXES, SALES TAX, VAT, GST, ETC.	133 STATE STREET, MONTPELIER, VT 05601-1779
VERMONT DEPARTMENT OF TAXES	SALES TAX, VAT, GST, ETC.	PO BOX 547, MONTPELIER, VT 05601
VIRGINIA DEPARTMENT OF TAXATION	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 27407, RICHMOND, VA 23261-7407
VIRGINIA DEPARTMENT OF TAXATION	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 1777, RICHMOND, VA 23218-1777
WASHINGTON STATE DEPT. OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 34051, SEATTLE, WA 98124
WASHINGTON STATE DEPT. OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 47476, OLYMPIA, WA 98504-7476
WENDY BURGUESS, TAX ASSESSOR-COLLECTOR	REAL PROPERTY TAXES	PO BOX 961018, FORT WORTH, TX 76161-0018
WEST VIRGINA SECRETARY OF STATE	OTHER TAXES	BLDG. 1 SUITE 157-K, 1900 KANAWHA BOULEVARD EAST, CHARLESTON, WV 25305
WEST VIRGINA SECRETARY OF STATE, LEGISLATIVE BUILDING	OTHER TAXES	416 SID SNYDER AVE SW, OLYMPIA, WA 98501
WEST VIRGINIA STATE TAX DEPARTMENT	INCOME TAXES	PO BOX 1202, CHARLESTON, WV 25324-1202
WEST VIRGINIA STATE TAX DEPARTMENT	SALES TAX, VAT, GST, ETC.	PO BOX 11514, CHARLESTON, WV 25339
WEST VIRGINIA STATE TAX DEPARTMENT	SALES TAX, VAT, GST, ETC.	PO BOX 1826, CHARLESTON, WV 25327-1826
WILLIAM L RUTHERFORD	CUSTOMS AND DUTY	3350 AIRWAY DRIVE, UNIT 201 204, MISSISSAUGA, CANADA L4V 1T3
WISCONSIN DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 8902, MADISON, WI 53708-8902
WISCONSIN DEPT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 93931, MILWAKEE, WI 53293
WYOMING DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	122 WEST 25TH STREET, CHEYENNE, WY 82002

TAX AUTHORITY	TAX TYPE	ADDRESS
WYOMING DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	122 WEST 25TH ST SUITE E, HERSCHLER, CHEYENNE, WY 92002-0110

Schedule 2

Claims Related to Pending and Future Litigation against the Debtors

Debtor	Case Title	Case Number	Nature of Case	Court or Agency	Case Status
Revlon Consumer Products Corporation	Payment Card Interchange Fee and Merchant Discount Antitrust Litigation	MDL No. 1720	Class Action - Antitrust Litigation	United States District Court Eastern District of New York	Pending
Revlon Consumer Products Corporation	Domestic Airline Travel Antitrust Litigation	MDL No. 2656	Class Action - Antitrust Litigation	United States District Court for the District of Columbia	Pending
Revlon International Corporation	Revlon International Corp. and Beautyge Italy S.p.A. v. Spiralium Group, S.L.	953/2020 -A1	Commercial Litigation	First Instance Court no. 33 of Barcelona	Pending

The Debtors expressly reserve all Causes of Action against Bristol-Myers Squibb Company, including without limitation all of its predecessor and successor entities and affiliates, Yves Saint Laurent S.A., Yves Saint Laurent International B.V., and Yves Saint Laurent America, Inc., including without limitation all of their predecessor and successor entities and affiliates, arising out of or related to Charles of the Ritz talc products.

Exhibit C-2

Blackline comparison to
Schedule of Retained Causes of Action as filed on March 16, 2023

Exhibit C

Schedule of Retained Causes of Action

This **Exhibit C** contains the Schedule of Retained Causes of Action. Article IV.Q of the Plan provides as follows:

> In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, any and all Retained Causes of Action (except, if the GUC Trust is established in accordance with the Plan, the GUC Trust may enforce all rights to commence and pursue Retained Preference Actions), whether arising before or after the Petition Date, including but not limited to any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. If the GUC Trust is established in accordance with the Plan, the GUC Trust (on its own behalf and, if the PI Settlement Fund is established in accordance with the Plan, as agent for the PI Settlement Fund) shall retain and may enforce all rights to commence and pursue any Retained Preference Actions, and the GUC Trust's rights to commence, prosecute, or settle such Retained Preference Actions shall be preserved notwithstanding the occurrence of the Effective Date. For the avoidance of doubt, the preservation of Retained Causes of Action described in the preceding sentence includes, but is not limited to, the Reorganized Debtors' retention of the Debtors' rights to (1) object to Administrative Claims, (2) object to other Claims, and (3) subordinate Claims, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article X of the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date.
>
> The Reorganized Debtors may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors, in their respective discretion. The GUC Trust, if established, may pursue Retained Preference Actions and objections to General Unsecured Claims in accordance with the best interests of the GUC Trust and the PI Settlement Fund. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors (or, with respect to the Retained Preference Actions, the GUC Trust) will not pursue any and all available Retained Causes of Action. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Retained Causes of Action against any Entity. The GUC Trust expressly reserves all rights to prosecute any and all Retained Preference Actions in accordance with the Plan. The Reorganized Debtors and, solely with respect to Retained Preference Actions and the allowance or disallowance of General Unsecured Claims, the GUC Trust, as applicable,

expressly reserve all and shall retain the applicable Retained Causes of Action, for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all Retained Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Retained Causes of Action except as otherwise expressly provided in the Plan and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

Notwithstanding, and without limiting the generality of Article IV.Q. of the Plan, the following Exhibit C includes certain Causes of Action expressly preserved by the Debtors and the Reorganized Debtors, subject to the terms of the Plan and the information provided in this Exhibit C, including the following types of claims:

1. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters.

2. Claims Related to Tax Obligations

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all tax obligations to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including, without limitation, against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors or the Reorganized Debtors, regardless of whether such Entity is specifically identified herein. Without limiting the generality of the foregoing, the Debtors' expressly reserve all Causes of Action against the United States of America, Puerto Rico, Canada, the United Kingdom, or any other federal, state, local, province, foreign, or other taxing authorities, including the Entities identified on Schedule 1 attached hereto.

3. Claims Related to Pending and Future Litigation against the Debtors

As provided in Article X of the Plan, to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, the Debtors reserve any rights of the Debtors and the Reorganized Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action in response to such Causes of Action. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Entities that are the parties to the actions identified on Schedule 2 attached hereto.

4. Claims Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings

The Debtors or Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit C**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

5. Claims Related to the KERP

The Debtors or Reorganized Debtors, as applicable, expressly reserve all Causes of Action, including clawback rights under the KERP, against KERP participants whose employment was terminated or who resigned prior to the Effective Date.

Schedule 1

Claims Related to Tax Obligations

TAX AUTHORITY	TAX TYPE	ADDRESS
ALABAMA DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 327435, MONTGOMERY, AL 36132-7435
ALABAMA DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 327431, MONTGOMERY, AL 36132

TAX AUTHORITY	TAX TYPE	ADDRESS
ALABAMA DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	701 32ND STREET, BIRMINGHAM, AL 35296
ALASKA REMOTE SELLER SALES TAX	SALES TAX, VAT, GST, ETC.	ONE SEALASKA PLAZA STE. 200, JUNEAU, AK 99801
ALVARADO TAX & BUSINESS	REAL PROPERTY TAXES, SALES TAX, VAT, GST, ETC.	104 ACUARELA MARGINAL STREET, GUAYNABO, PUERTO RICO 00969-0000
ARIZONA DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 29010, PHOENIX, AZ 85038-9010
ARKANSAS DEPT OF FINANCE AND ADMIN	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 1272, SALES AND USE TAX, LITTLE ROCK, AR 72203
ARKANSAS DEPT OF FINANCE AND ADMIN	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 3861, LITTLE ROCK, AR 72203-3861
AVALARA INC.	SALES TAX, VAT, GST, ETC.	1100 2ND AVE, SUITE 300, SEATTLE, VAR 98101
BENTON COUNTY TAX COLLECTOR	PERSONAL PROPERTY TAXES	215 E CENTRAL AVE RM 101, BENTONVILLE, AR 72712
BROWARD COUNTY TAX COLLECTOR	PERSONAL PROPERTY TAXES	115 S. ANDREWS AVE #A100, FORT LAUDERDALE, FL 33301-1895
CALIFORNIA DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	PO BOX 942879, SACRAMENTO, CA 94279-0001
CALIFORNIA FRANCHISE TAX BOARD	INCOME TAXES	PO BOX 942857, SACRAMENTO, CA 94257-0511
CALIFORNIA SECRETARY OF STATE	OTHER TAXES	1500 11TH STREET, SACRAMENTO, CA 95814
CALIFORNIA STATE BOARD OF EQUALIZATION	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 942879, SACRAMENTO, CA 94279
CANADA BORDER SERVICES AGENCY	CUSTOMS AND DUTY, OTHER TAXES, SALES TAX, VAT, GST, ETC.	333 NORTH RIVER ROAD, PLACE VANIER, OTTAWA, CANADA K1A 0L8
CANADA REVENUE AGENCY	INCOME TAXES, SALES TAX, VAT, GST, ETC.	875 HERON ROAD, OTTAWA, CANADA K1A 1B1
CANADA REVENUE	INCOME TAXES	PO BOX 3800 STN A, SUDBURRY,

TAX AUTHORITY	TAX TYPE	ADDRESS
AGENCY		CANADA P3A 0C3
CITY OF MCALLEN	PERSONAL PROPERTY TAXES	311 N 15TH, MCALLEN, TX 78505
CITY OF PHILADELPHIA	INCOME TAXES	PO BOX 1393, PHILADELPHIA, PA 19105-1393
CITY OF ROANOKE TREASURER	REAL PROPERTY TAXES	PO BOX 1451, ROANOKE, VA 24007-1451
CITY OF SALEM	PERSONAL PROPERTY TAXES	P O BOX 869, 114 NORTH BROAD STREET, SALEM, VA 24153
CITY OF SEATTLE LICENSING AND TAX ADMINISTRATION	SALES TAX, VAT, GST, ETC.	PO BOX 34907, SEATTLE, WA 98124-1907
CLARK COUNTY ASSESSOR	PERSONAL PROPERTY TAXES	500 S. GRAND CENTRAL PKWAY 2ND FLOOR, PO BOX 551401, LAS VEGAS, NV 89155-1401
COLORADO DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	1375 SHERMAN ST, DENVER, CO 80261
COLORADO DEPARTMENT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	TAXPAYER SERVICES DIVISION, DENVER, CO 80261-0013
COLORADO SECRETARY OF STATE	OTHER TAXES	1700 BROADWAY, DENVER, CO 80290
COMMISSIONER OF REVENUE SERVICES	INCOME TAXES	PO BOX 2974, HARTFORD, CT 06104-2974
COMMISSIONER OF REVENUE SERVICES	OTHER TAXES, SALES TAX, VAT, GST, ETC.	P.O. BOX 2929, ATTN: DEPT OF REVENUE OF SERVICES, HARTFORD, CT 06104-2929
COMMISSIONER OF TAXATION & FINANCE	INCOME TAXES	NYS ASSESSMENT RECEIVABLES, BINGHAMTON, NY 13902
COMPTROLLER OF MARYLAND	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	110 CARROLL ST, ANNAPOLIS, MD 21411-0001
CONYERS DILL AND PEARMAN	OTHER TAXES	CLARENDON HOUSE, 2 CHURCH STREET, HAMILTON, CAYMAN ISLANDS HM11

TAX AUTHORITY	TAX TYPE	ADDRESS
D.C. TREASURER	INCOME TAXES	PO BOX 960 OFFICE OF TAX AND REVENUE, WASHINGTON, DC 20090-6019
DELAWARE DIVISION OF CORPORATIONS	OTHER TAXES	JOHN G. TOWNSEND BLDG., 401 FEDERAL STREET – SUITE 4, DOVER, DE 19901
DELAWARE DIVISION OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 2340, WILMINGTON, DE 19899
DELAWARE DIVISION OF REVENUE	INCOME TAXES, OTHER TAXES	PO BOX 830, WILMINGTON, DE 19898
DELAWARE SECRETARY OF STATE	OTHER TAXES	PO BOX 5509, BINGHAMTON, DE 13902-5509
DEPARTMENT OF ASSESSMENTS AND TAXATION	OTHER TAXES	301 W. PRESTON STREET, ROOM 801 , BALTIMORE, MD 21201-2395
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS - BUSINESS REGISTRATION DIVISION	OTHER TAXES	PO BOX 40, HONOLULU, HI 96810
DEPARTMENT OF REVENUE	INCOME TAXES	PO BOX 23191, JACKSON, MS 39225-3191
DEPARTMENT OF REVENUE MISSISSIPPI	INCOME TAXES	PO BOX 23191, JACKSON, MS 39225-3191
DEPT OF THE TREASURY, DIVISION OF REVENUE AND ENTERPRISE SERVICES	OTHER TAXES	125 W STATE ST, TRENTON, NJ 08608
DISTRICT OF COLUMBIA TREASURER	SALES TAX, VAT, GST, ETC.	OFFICE OF TAX AND REVENUE, DC, DC 20090-6384
EDISON TAX COLLECTOR	REAL PROPERTY TAXES	100 MUNICIPAL BOULEVARD, EDISON, NJ 08817
FLORIDA DEPT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	5050 W TENNESSEE STREET, TALLAHASSEE, FL 32399-0125
FLORIDA DEPT. OF REVENUE	SALES TAX, VAT, GST, ETC.	1401 W. US HIGHWAY 90,#100, LAKELAND, FL 32055
GALVESTON CO. MUD NO.	PERSONAL PROPERTY	PO BOX 1368, FRIENDSWOOD, TX

TAX AUTHORITY	TAX TYPE	ADDRESS
54	TAXES	77549-1368
GALVESTON COUNTY	PERSONAL PROPERTY TAXES, REAL PROPERTY TAXES	PO BOX 1169, GALVESTON, TX 77553
GEORGIA DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 105136, PROCESSING CENTER, ATLANTA, GA 30348
GEORGIA DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 105499, ATLANTA, GA 30348-5499
GEORGIA DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	PO BOX 105408, ATLANTA, GA 30348-5408
GRANVILLE COUNTY TAX OFFICE	PERSONAL PROPERTY TAXES, REAL PROPERTY TAXES	PO BOX 219, OXFORD, NC 27565
HAWAII DEPARTMENT OF TAXATION	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 1730, HONOLULU, HI 96806-1730
HAWAII STATE TAX COLLECTOR	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 1530, HONOLULU, HI 96806-1530
HAYS COUNTY	PERSONAL PROPERTY TAXES	712 S STAGECOACH TRAIL, SAN MARCOS, TX 78666
HIDALGO COUNTY	PERSONAL PROPERTY TAXES	PO BOX 178, EDINBURG, TX 78540
HM REVENUE AND CUSTOMS	CUSTOMS AND DUTY,OTHER TAXES, SALES TAX, VAT, GST, ETC.	LONDON BX9 1WR
IDAHO SECRETARY OF STATE'S OFFICE	OTHER TAXES	450 N 4TH ST, BOISE, ID 83702
IDAHO STATE TAX COMMISSION	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 76, BOISE, ID 83707
ILLINOIS DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	RETAILERS OCCUPATION TAX, SPRINGFIELD, IL 62796-0001
ILLINOIS DEPARTMENT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	RETAILERS OCCUPATION TAX, PO BOX 19447, SPRINGFIELD, IL 62796
IN DEPARTMENT OF	INCOME TAXES, OTHER TAXES, SALES TAX, VAT,	PO BOX 7220, INDIANAPOLIS, IN

TAX AUTHORITY	TAX TYPE	ADDRESS
REVENUE	GST, ETC.	46207
INDIANA DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 7228, INDIANAPOLIS, IN 46207-7228
IOWA DEPT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 10469, DES MOINES, IA 50306-0469
IOWA DEPT. OF REVENUE	SALES TAX, VAT, GST, ETC.	PO BOX 10469, DES MOINES, IA 50306-0469
JIM OVERTON, TAX COLLECTOR	PERSONAL PROPERTY TAXES, REAL PROPERTY TAXES	231 E. FORSYTH ST., JACKSONVILLE, FL 32202-3375
KANSAS DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	915 S.W. HARRISON STREET, TOPEKA, KS 66625
KANSAS SECRETARY OF STATE	OTHER TAXES	MEMORIAL HALL 1ST FLOOR, 120 S.W. 10TH AVENUE , TOPEKA , KS 66612-1594
KENTUCKY SECRETARY OF STATE	OTHER TAXES	700 CAPITAL AVE., STE. 152, FRANKFORT, KY 40601
KENTUCKY STATE TREASURER	INCOME TAXES, SALES TAX, VAT, GST, ETC.	KENTUCKY REVENUE CABINET, FRANKFORT, KY 40620-0003
KENTUCKY STATE TREASURER	SALES TAX, VAT, GST, ETC.	KENTUCKY DEPARTMENT OF REVENUE, FRANFORT, KY 40620
LOUISIANA DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 3138, BATON ROUGE, LA 70821
LOUISIANA DEPARTMENT OF REVENUE	INCOME TAXES	PO BOX 201, BATON ROUGE, LA 70821-0201
LOUISIANA SECRETARY OF STATE	OTHER TAXES	3851 ESSEN LANE, BATON ROUGE, LA 70804
MA DEPARTMENT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 7038, BOSTON, MA 02204
MACANDREWS & FORBES INCORPORATED	INCOME TAXES	35 EAST 62ND STREET, NEW YORK, NJ 10065
MAINE BUREAU OF TAXATION	SALES TAX, VAT, GST, ETC.	PO BOX 1065, SALES EXCISE TAX DIVISION, AUGUSTA, ME 04332

TAX AUTHORITY	TAX TYPE	ADDRESS
MAINE REVENUE SERVICES	SALES TAX, VAT, GST, ETC.	PO BOX 1065, AUGUSTA, ME 04331-1065
MASSACHUSETTS DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 7062, BOSTON, MA 02204
MASSACHUSETTS DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	PO BOX 419257, BOSTON, MA 02241-9257
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS	OTHER TAXES	CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU, CORPORATIONS DIVISION , P.O. BOX 30054, LANSING, MI 48909
MICHIGAN DEPT. OF TREASURY	INCOME TAXES	PO BOX 77000, DETROIT, MI 48277-0375
MINISTER OF FINANCE	SALES TAX, VAT, GST, ETC.	P.O BOX 9482 STN, PROV.GOVT, VICTORIA, CANADA V8W 9E6
MINISTER OF REVENUE OF QUEBEC	SALES TAX, VAT, GST, ETC.	C.P. 4000, MONTREAL H5B 1A5
MINNESOTA DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 64649, ST PAUL, MN 55164-0649
MINNESOTA REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	MAIL STATION 1260, ST PAUL, MN 55145
MISSISSIPPI DEPT OF REVENUE	SALES TAX, VAT, GST, ETC.	PO BOX 960, JACKSON, MS 39205
MISSISSIPPI STATE TAX COMMISSION	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 960, JACKSON, MS 32905
MISSISSIPPI STATE TAX COMMISSION	SALES TAX, VAT, GST, ETC.	PO BOX 960, JACKSON, MS 39225-3075
MISSOURI DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 999, JEFFERSON CITY, MO 65108
MISSOURI DEPT OF REVENUE	INCOME TAXES	PO BOX 3365, JEFFERSON CITY, MO 65105-0700
MONTANA DEPARTMENT OF REVENUE	INCOME TAXES	PO BOX 8021, HELENA, MT 59604-8021
NEBRASKA DEPARTMENT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 98923, LINCOLN, NE 68509

TAX AUTHORITY	TAX TYPE	ADDRESS
NEVADA DEPARTMENT OF TAXATION	SALES TAX, VAT, GST, ETC.	2550 PASEO VERDE PARKWAY STE 180, HENDERSON, NV 89074
NEW HAMPSHIRE DRA TAX DEPT	INCOME TAXES	PO BOX 1265, CONCORD, NH 03302-1265
NEW MEXICO TAXATION AND REVENUE DEPARTMENT	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 25127, SANTA FE, NM 87504-5127
NEW MEXICO TAXATION AND REVENUE DEPARTMENT	SALES TAX, VAT, GST, ETC.	PO BOX 25128, SANTA FE, NM 87504-5128
NEW YORK SECRETARY OF STATE	OTHER TAXES	123 WILLIAM STREET, NEW YORK, NY 21201-2395
NEW YORK STATE CORPORATION TAX	INCOME TAXES	PO BOX 22109, ALBANY, NY 12201
NEW YORK STATE DEPT	SALES TAX, VAT, GST, ETC.	PO BOX 4127, BINGHAMTON, NY 13902-4127
NEW YORK STATE SALES TAX	SALES TAX, VAT, GST, ETC.	PO BOX 1205, JFK BUILDING, NEW YORK, NY 10116
NORTH CAROLINA DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 25000, RALEIGH, NC 27640
NYC DEPARTMENT OF FINANCE	OTHER TAXES, PERSONAL PROPERTY TAXES	PO BOX 3933, NEW YORK, NY 10008-3933
NYC DEPARTMENT OF FINANCE	OTHER TAXES	PO BOX 3646, NEW YORK, NY 10008-3646
NYS FILING FEE	INCOME TAXES	PO BOX 15310, STATE PROC, ALBANY, NY 12212-5310
OHIO DEPARTMENT OF TAXATION	OTHER TAXES, SALES TAX, VAT, GST, ETC.	4485 NORTHLAND RIDGE BLVD, COLUMBUS, OH 43229
OHIO DEPT OF TAXATION	SALES TAX, VAT, GST, ETC.	PO BOX 16560, COLUMBUS, OH 43216
OKLAHOMA SECRETARY OF STATE	OTHER TAXES	COLCORD CENTER, 421 NW 13TH ST, SUITE 210/220, OKLAHOMA CITY, OK 73103
OKLAHOMA TAX	INCOME TAXES, OTHER TAXES, SALES TAX, VAT,	PO BOX 26890, OKLAHOMA CITY,

TAX AUTHORITY	TAX TYPE	ADDRESS
COMMISSION	GST, ETC.	OK 73126
OKLAHOMA TAX COMMISSION	INCOME TAXES	PO BOX 26850, OKLAHOMA CITY, OK 73126-0930
OKLAHOMA TAX COMMISSION	SALES TAX, VAT, GST, ETC.	PO BOX 26858, OKLAHOMA CITY, OK 73126
OREGON DEPARTMENT OF REVENUE	INCOME TAXES	PO BOX 14950, SALEM, OR 97309-0470
PENNSYLVANIA DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	DEPT 280420, HARRISBURG, PA 17128
PENNSYLVANIA DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	DEPT 280406, HARRISBURG, PA 17128-0404
PENNSYLVANIA DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	3RD FLOOR EDISON, HARRISBURG, PA 17128-0404
PUERTO RICO TREASURY DEPARTMENT	PERSONAL PROPERTY TAXES	10 PASEO COVADONGA, SAN JUAN, PUERTO RICO 00901
PUERTO RICO TREASURY DEPARTMENT	SALES TAX, VAT, GST, ETC.	SAN JUAN 00901
RECEIVER GENERAL FOR CANADA	SALES TAX, VAT, GST, ETC.	SUDBURY TAX SERVICES, SUDBURY, CANADA P3A 0C3
REVENUE QUEBEC	SALES TAX, VAT, GST, ETC.	COMPLEXE DESJARDINS, SECTEUR D246VE, MONTREAL, CANADA H5B 1A4
RHODE ISLAND DIVISION OF TAXATION	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	ONE CAPITAL HILL, STE 9, PROVIDENCE, RI 02908-5814
RHODE ISLAND DIVISION OF TAXATION	SALES TAX, VAT, GST, ETC.	ONE CAPITOL HILL, PROVIDENCE, RI 02908-5800
SC DEPARTMENT OF REVENUE	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	WITHHOLDING, COLUMBIA, SC 24214
SECRETARY OF STATE, NEVADA STATE CAPITOL BUILDING	OTHER TAXES	101 NORTH CARSON STREET, SUITE 3, CARSON CITY, NV 89701
SOUTH CAROLINA DEPT OF	INCOME TAXES, SALES TAX,	PO BOX 125, COLUMBIA, SC

TAX AUTHORITY	TAX TYPE	ADDRESS
REVENUE	VAT, GST, ETC.	29214-0850
SOUTH DAKOTA DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	445 E. CAPITOL AVENUE, PIERRE, SD 57501
SOUTH DAKOTA DEPT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 5055, SIOUX FALLS, SD 57117
STATE OF MICHIGAN	SALES TAX, VAT, GST, ETC.	PO BOX 30113, LANSING, MI 48909
STATE OF NEW JERSEY	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 929, TRENTON, NJ 08625-0929
STATE OF NEW JERSEY	INCOME TAXES	NJ DIVISION OF TAXATION, NEXUS AUDI, TRENTON, NJ 08695-0269
STATE OF NEW JERSEY	SALES TAX, VAT, GST, ETC.	PO BOX 059, TRENTON, NJ 08646-0059
STATE OF NEW MEXICO	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 25128, TAXATION AND REVENUE DEPARTMENT, SANTA FE, NM 87504
STATE OF WASHINGTON	SALES TAX, VAT, GST, ETC.	PO BOX 47464, OLYMPIA, WA 98504-7464
STATE TAX COMMISSION	SALES TAX, VAT, GST, ETC.	PO BOX 76, BOISE, ID 83707
TAX COLLECTOR COUNTY OF SAN DIEGO	PERSONAL PROPERTY TAXES	1600 PACIFIC HWY. ROOM 162, SAN DIEGO, CA 92121
TAX COLLECTOR, CITY OF STAMFORD	PERSONAL PROPERTY TAXES	PO BOX 50, STAMFORD, CT 06904
TENNESSEE DEPARTMENT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	500 DEADERICK STREET, ANDREW JACKSON STATE OFFICE BLDG., NASHVILLE, TN 37242
TENNESSEE DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	500 DEADERICK ST ANDREW JACKSON STA, NASHVILLE, TN 37242
TENNESSEE SECRETARY OF STATE	OTHER TAXES	312 ROSA L PARKS AVE, NASHVILLE, TN 37243
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	SALES TAX, VAT, GST, ETC.	PO BOX 149348, AUSTIN, TX 78714-9348
TEXAS CONTROLLER OF		111 EAST 17TH STREET, AUSTIN, TX

TAX AUTHORITY	TAX TYPE	ADDRESS
PUBLIC ACCOUNT	INCOME TAXES	78774
TEXAS STATE COMPTROLLER	OTHER TAXES, SALES TAX, VAT, GST, ETC.	111 EAST 17TH STREET, AUSTIN, TX 78774
THE DIRECTOR	SALES TAX, VAT, GST, ETC.	PO BOX 9443, VICTORIA, CANADA V8W 9W7
TOWN OF FRANKLIN	PERSONAL PROPERTY TAXES	PO BOX 986, MEDFORD, MA 02155-0010
TOWNSHIP OF IRVINGTON	PERSONAL PROPERTY TAXES, REAL PROPERTY TAXES	1 CIVIC SQUARE, MUNICIPAL BLDG, IRVINGTON, NJ 07111
TREASURER OF STATE OF OHIO	SALES TAX, VAT, GST, ETC.	PO BOX 16158, COLUMBUS, OH 43218-6158
TREASURER OF VIRGINIA	SALES TAX, VAT, GST, ETC.	PO BOX 570, DIV OF CHILD SUPPORT ENFORCEMENT, RICHMOND, VA 23218
TREASURER STATE OF MAINE	SALES TAX, VAT, GST, ETC.	PO BOX 9101, AUGUSTA, ME 04332-9101
TREASURER STATE OF NEW JERSEY	SALES TAX, VAT, GST, ETC.	400 EAST STATE STREET, TRENTON, NJ 08690
TREASURER, CITY OF ROANOKE	PERSONAL PROPERTY TAXES, REAL PROPERTY TAXES	ATTN: OBC, PO BOX 1451, ROANOKE, VA 24007-1451
TREASURER, STATE OF IOWA	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 10466, DES MOINES, IA 50306-0466
TREASURY GENERAL ACCOUNT	OTHER TAXES	21500 MT. BELFORD AVE., ENGLEWOOD, CO 80112
US CUSTOMS AND BORDER PROTECTION	CUSTOMS AND DUTY	PO BOX 530071, ATLANTA, GA 30353-0071
UTAH STATE TAX COMMISSION	INCOME TAXES, SALES TAX, VAT, GST, ETC.	210 N 1950 W, SALT LAKE CITY, UT 84134
VERMONT DEPARTMENT OF TAXES	INCOME TAXES, SALES TAX, VAT, GST, ETC.	133 STATE STREET, MONTPELIER, VT 05601-1779
VERMONT DEPARTMENT OF TAXES	SALES TAX, VAT, GST, ETC.	PO BOX 547, MONTPELIER, VT 05601

TAX AUTHORITY	TAX TYPE	ADDRESS
VIRGINIA DEPARTMENT OF TAXATION	INCOME TAXES, OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 27407, RICHMOND, VA 23261-7407
VIRGINIA DEPARTMENT OF TAXATION	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 1777, RICHMOND, VA 23218-1777
WASHINGTON STATE DEPT. OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 34051, SEATTLE, WA 98124
WASHINGTON STATE DEPT. OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 47476, OLYMPIA, WA 98504-7476
WENDY BURGUESS, TAX ASSESSOR-COLLECTOR	REAL PROPERTY TAXES	PO BOX 961018, FORT WORTH, TX 76161-0018
WEST VIRGINA SECRETARY OF STATE	OTHER TAXES	BLDG. 1 SUITE 157-K, 1900 KANAWHA BOULEVARD EAST, CHARLESTON, WV 25305
WEST VIRGINA SECRETARY OF STATE, LEGISLATIVE BUILDING	OTHER TAXES	416 SID SNYDER AVE SW, OLYMPIA, WA 98501
WEST VIRGINIA STATE TAX DEPARTMENT	INCOME TAXES	PO BOX 1202, CHARLESTON, WV 25324-1202
WEST VIRGINIA STATE TAX DEPARTMENT	SALES TAX, VAT, GST, ETC.	PO BOX 11514, CHARLESTON, WV 25339
WEST VIRGINIA STATE TAX DEPARTMENT	SALES TAX, VAT, GST, ETC.	PO BOX 1826, CHARLESTON, WV 25327-1826
WILLIAM L RUTHERFORD	CUSTOMS AND DUTY	3350 AIRWAY DRIVE, UNIT 201 204, MISSISSAUGA, CANADA L4V 1T3
WISCONSIN DEPT OF REVENUE	INCOME TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 8902, MADISON, WI 53708-8902
WISCONSIN DEPT OF REVENUE	OTHER TAXES, SALES TAX, VAT, GST, ETC.	PO BOX 93931, MILWAKEE, WI 53293
WYOMING DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	122 WEST 25TH STREET, CHEYENNE, WY 82002
WYOMING DEPARTMENT OF REVENUE	SALES TAX, VAT, GST, ETC.	122 WEST 25TH ST SUITE E, HERSCHLER, CHEYENNE, WY 92002-0110

Schedule 2

Claims Related to Pending and Future Litigation against the Debtors

Debtor	Case Title	Case Number	Nature of Case	Court or Agency	Case Status
Revlon Consumer Products Corporation	Payment Card Interchange Fee and Merchant Discount Antitrust Litigation	MDL No. 1720	Class Action - Antitrust Litigation	United States District Court Eastern District of New York	Pending
Revlon Consumer Products Corporation	Domestic Airline Travel Antitrust Litigation	MDL No. 2656	Class Action - Antitrust Litigation	United States District Court for the District of Columbia	Pending
Revlon International Corporation	Revlon International Corp. and Beautyge Italy S.p.A. v. Spiralium Group, S.L.	953/2020 -A1	Commercial Litigation	First Instance Court no. 33 of Barcelona	Pending

The Debtors expressly reserve all Causes of Action against Bristol-Myers Squibb Company, including without limitation all of its predecessor and successor entities and affiliates, Yves Saint Laurent S.A., Yves Saint Laurent International B.V., and Yves Saint Laurent America, Inc., including without limitation all of their predecessor and successor entities and affiliates, arising out of or related to Charles of the Ritz talc products.

Exhibit E

Description of Transaction Steps

This **Exhibit E** contains the Description of Transaction Steps. The Description of Transaction Steps shall set forth the material components of the Restructuring Transactions and a description of the steps to be carried out to effectuate the Restructuring Transactions in accordance with the Plan, including the reorganization of the Reorganized Debtors and the issuance of New Common Stock and the New Warrants, the incurrence of the Exit Facilities, and the other distributions under the Plan, through the Chapter 11 Cases, the Plan, or any Definitive Documents, and the intended tax treatment of such steps.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit E**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

Transaction Steps Memorandum

The Debtors currently anticipate that the Restructuring Transactions will occur pursuant to the following steps ("**Transaction Steps**"), which may be subject to further change. As specifically noted below, whether the Debtors will proceed with certain steps remains to be determined. The Transaction Steps take the form of a NewCo Acquisition and not a Restructuring in Place (each as described in the Disclosure Statement For the First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (the "**Disclosure Statement**")). However, the Debtors have not yet conclusively determined whether to proceed with a Restructuring in Place or a NewCo Acquisition. Accordingly, the steps that the Debtors expect to take in connection with a Restructuring in Place, should the Debtors determine that a Restructuring in Place, and not a NewCo Acquisition, is to be undertaken, are outlined further below in the alternative (the "**Alternative Transaction Steps**").

Except as otherwise noted herein, all steps are expected to be effective in the order described herein, substantially simultaneously with emergence. The equity percentages noted below are prior to, and subject to dilution by, any New Common Stock issued in connection with the Equity Rights Offering, any MIP Awards, and/or upon the exercise of the New Warrants.

This Transaction Steps Memorandum is intended only as a summary of the Transaction Steps and should be read in conjunction with the Second Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of The Bankruptcy Code (the "**Plan**"). To the extent there is any inconsistency between this Description of Transaction Steps and the Plan, the Plan shall govern. This Transaction Steps Memorandum is not necessarily comprehensive and may be subject to further refinement or change. Any capitalized terms not otherwise defined within this Transaction Steps document shall have the meaning ascribed to such term in the Plan.

Transaction Steps:

Step 1: Satisfaction of Intercompany Claims and Interests.

1.1 The Debtors will (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting BrandCo Lenders) capitalize, setoff, write off, contribute or distribute to other Debtors or their subsidiaries, or take any such other actions as the Debtors may consider advisable to eliminate, in whole or in part, certain receivables owing by and between the Debtors or their subsidiaries. *Such actions may, pursuant to the Plan, occur prior to, or in due course after, the Emergence Date*.

1.2 Beautyge Participations, S.L. owns 100,000 preferred shares issued from Revlon Canada, Inc. Revlon Canada Inc. and Beautyge Participations, S.L. enter into a surrender agreement for the cancellation of the Revlon Canada Inc. preferred shares owned by Beautyge Participations, S.L. for no consideration. *The cancellation contemplated by this step is expected to be effective prior to the Emergence Date.*

1.3 All remaining Intercompany Claims held by any BrandCo Entity against any OpCo Debtor or by any OpCo Debtor against any BrandCo Entity are deemed settled pursuant to the Plan Settlement, and are canceled extinguished, and discharged, and are of no further force or effect. In addition, existing BrandCo contribution agreements will (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting BrandCo Lenders) be cancelled, and existing BrandCo licensing agreements will (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting BrandCo Lenders) be revised.

1.4 All other Intercompany Claims and Interests are reinstated unless otherwise determined by the Debtors (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting BrandCo Lenders) pursuant to, and in accordance with, the Plan. *The transactions contemplated by steps 1.3 and 1.4 are expected to be effective as of the Emergence Date.*

Step 2: Conversion of RCPC; Transfer of Holdings Assets and Liabilities to RCP LLC.

2.1 Holdings forms a wholly-owned Delaware limited liability company that elects to be treated as a corporation for U.S. federal income tax purposes ("**Revlon NewCo**") by contributing 100% of the stock of RCPC to Revlon NewCo in exchange for 100% of the Revlon NewCo membership interests. Revlon NewCo agrees to be a guarantor on all Claims against RCPC.

2.2 RCPC converts from a C corporation to a limited liability company treated as a disregarded entity for U.S. federal income tax purposes ("**RCP LLC**"). *Steps 2.1 and 2.2 are collectively intended to be treated as an "F reorganization" for U.S. federal income tax purposes.*

2.3 Revlon NewCo assumes all Claims against RCPC and RCPC is released and discharged from such liabilities.

2.4 Holdings contributes all remaining assets to Revlon NewCo, which subsequently contributes such assets to RCP LLC. *The transactions contemplated by steps 2.1 to 2.3 are expected to be effective 2-3 days prior to the Emergence Date.*

Step 3: Formation of NewCo 1 and Subsidiaries; Transfer of Assets, Burdens and Benefits to NewCo 3.

3.1 A duly authorized representative of the creditors forms a new Delaware limited liability company ("**NewCo 1**"). Following the formation of NewCo 1, NewCo 1 forms a wholly-owned Delaware limited liability company ("**NewCo 2**"). Following the formation of NewCo 2, NewCo 2 forms a wholly-owned Delaware limited liability company ("**NewCo 3**"). Following the formation of NewCo 3, NewCo 3 forms a wholly-owned Delaware limited liability company ("**NewCo 4**"). *NewCo 1 is "Reorganized Holdings" pursuant to the Plan, and is the issuer of New Common Stock, Equity Subscription Rights and New Warrants. The entity formations described in this step are expected to occur prior to the Emergence Date.*

3.2 NewCo 1 issues the New Common Stock, Equity Subscription Rights and New Warrants and contributes such instruments, as well as the right to receive the cash proceeds from the exercise of the Equity Subscription Rights, to NewCo 2.

3.3 NewCo 2 contributes the property received in step 3.2 to NewCo 3.

3.4 NewCo 3 contributes the property received in step 3.3 to NewCo 4.

3.5 NewCo 4 issues the Incremental New Money Facility to one or more third-party lenders, in exchange for Cash.

3.6 NewCo 4 issues (a) additional Incremental New Money Facility for purposes of satisfying RCPC's obligations under the Debt Commitment Letter ("**Debt Backstop Term Loans**") and (b) the Take-Back Facility. Alternatively, all or a portion of the amount due pursuant to the Debt Commitment Letter may be paid in cash, in which case the amount of Debt Backstop Term Loans issued would be reduced.

3.7 Revlon NewCo transfers (a) 100% of the membership interests in RCP LLC and (b) the right to 18.77% of Retained Preference Action Net Proceeds to NewCo 4 in exchange for New Common Stock, Equity Subscription Rights, New Warrants, the right to [x]% of the cash proceeds from the Equity Subscription Rights and Incremental New Money Facility and the Take-Back Facility. *The transactions contemplated by steps 3.2 to 3.9 are expected to be effective on the Emergence Date*. *Following the receipt of the membership interests in RCP LLC, NewCo 4 will assume the obligation of the Reorganized Debtors to fund any additional amounts required to be paid by the Reorganized Debtors to the GUC Trust or GUC/PI Fund Operating Reserve pursuant to the Plan after the Emergence Date (but excluding, for the avoidance of doubt, any amounts funded to the GUC Trust or GUC Trust/PI Fund Operating Reserve on the Emergence Date).*

3.8 NewCo 4 transfers to RCP LLC the Debt Backstop Term Loans, and, to the extent applicable, the amount of Cash due pursuant to the Debt Commitment Letter.

3.9 RCP LLC transfers to the Debt Commitment Parties the Debt Backstop Term Loans or the amount of Cash due, in either case, pursuant to the Debt Commitment Letter.

Step 4: Satisfaction of OpCo Term Loan Claims and 2020 Term B-2 Loan Claims.

4.1 Revlon NewCo transfers (A) $56 million in cash, (B) 18% of the New Common Stock and (C) 18% of the Equity Subscription Rights to Holders of Allowed OpCo Term Loan Claims in full and final satisfaction, compromise, settlement, release, and discharge of such Claims. Whether a Holder receives cash or New Common Stock/Equity Subscription Rights will depend on whether such Holder makes or is deemed to make the Class 4 Equity Election. The Holders of Allowed BrandCo Third Lien Guaranty Claims receive no recovery or distribution in respect of such Claims and

such Claims are canceled, released, extinguished, and discharged, and are of no further force or effect. Holders that receive Equity Subscription Rights simultaneously exercise the Equity Subscription Rights in exchange for cash paid [x]% to Revlon NewCo and [100-x]% to NewCo 4.

4.2 Revlon NewCo transfers (A) 82% of the New Common Stock and (B) 82% of the Equity Subscription Rights to Holders of Allowed 2020 Term B-2 Loan Claims in full and final satisfaction, compromise, settlement, release, and discharge of such Claims. Simultaneously, the Holders of Allowed 2020 B-2 Loan Claims exercise the Equity Subscription Rights in exchange for cash paid to [x]% to Revlon NewCo and [100-x]% to NewCo 4. *The transactions contemplated by steps 4.1 and 4.2 are expected to be effective on the Emergence Date.*

Step 5: Satisfaction of Unsecured Notes Claims.

5.1 Revlon NewCo transfers the New Warrants to Holders of Allowed Unsecured Notes Claims in full and final satisfaction, compromise, settlement, release, and discharge of such Claims. *The transaction contemplated by this step is expected to be effective on the Emergence Date.*

Step 6: Satisfaction of Other Secured Claims and Other Priority Claims.

6.1 Revlon NewCo, the applicable Debtor or the applicable Reorganized Debtor, as the case may be, transfers to the Holder of each Allowed Other Secured Claims owing by such entity such recovery as may be permitted under the Plan in full and final satisfaction, compromise, settlement, release, and discharge of such Claims (or reinstate such Claims in accordance with the Plan). *Transactions contemplated by this step may occur on or after the Emergence Date, as provided in the Plan.*

6.2 Revlon NewCo, the applicable Debtor or the applicable Reorganized Debtor, as the case may be, transfers to the Holder of each Allowed Other Priority Claims owing by such entity such recovery as may be permitted under the Plan in full and final satisfaction, compromise, settlement, release, and discharge of such Claims. *Transactions contemplated by this step may occur on or after the Emergence Date, as provided in the Plan.*

Step 7: Satisfaction of FILO ABL Claims.

7.1 Revlon NewCo transfers cash to Holders of Allowed FILO ABL Claims in full and final satisfaction, compromise, settlement, release, and discharge of such Claims. Such cash shall be in an amount equating to payment in full. *The transaction contemplated by this step is expected to be effective on the Emergence Date.*

Step 8: Satisfaction of 2020 Term B-1 Loan Claims.

8.1 Revlon NewCo transfers First Lien Take-Back Term Loans issued by NewCo 4 to Holders of Allowed 2020 Term B-1 Loan Claims in full and final satisfaction,

compromise, settlement, release, and discharge of such Claims. *The transaction contemplated by this step is expected to be effective on the Emergence Date.*

Step 9: Satisfaction of Talc Personal Injury Claims, Non-Qualified Pension Claims, Trade Claims and Other General Unsecured Claims.

9.1 Revlon NewCo transfers $15.884 million and the right to receive 36.10% of any Retained Preference Action Net Proceeds to the PI Settlement Fund on behalf of such Holders in full and final satisfaction, compromise, settlement, release, and discharge of such Claims. *The transaction contemplated by this step is expected to be effective on the Emergence Date.*

9.2 Revlon NewCo transfers $8.7384 million and the right to receive 19.86% of any Retained Preference Action Net Proceeds to the GUC Trust on behalf of such Holders in full and final satisfaction, compromise, settlement, release, and discharge of such Claims. *The transaction contemplated by this step is expected to be effective on the Emergence Date.*

9.3 Revlon NewCo transfers $11.1188 million and the right to receive 25.27% of any Retained Preference Action Net Proceeds to the GUC Trust on behalf of such Holders in full and final satisfaction, compromise, settlement, release, and discharge of such Claims. *The transaction contemplated by this step is expected to be effective on the Emergence Date.*

9.4 The Other General Unsecured Claims are canceled, released, extinguished, and discharged and are of no further force or effect. *The transaction contemplated by this step is expected to be effective on the Emergence Date*

9.5 (A) Revlon NewCo transfers, in cash, the amounts contemplated by the Plan to be funded to the GUC Trust/PI Fund Operating Reserve on the Emergence Date to the GUC Trust/PI Fund Operating Reserve and (B) Revlon NewCo and/or the Debtors (as applicable) transfer to the GUC Trust the Retained Preference Actions. *Transfers in respect of the GUC Trust/PI Fund Operating Reserve may occur after Emergence as and to the extent provided in the Plan, in which case such amounts will be funded by the Reorganized Debtors. Note, 18.77% of any Retained Preference Action Net Proceeds will be remitted back to RCP LLC.*

Step 10: Satisfaction of Subordinated Claims.

10.1 The Holders of Subordinated Claims receive no recovery or distribution, and such Claims are canceled, released, extinguished, and discharged, and are of no further force or effect. *The transaction contemplated by this step is expected to be effective on the Emergence Date.*

Step 11: Certain U.S. Federal Income Tax Elections.

11.1 NewCo 1, NewCo 2, NewCo 3 and NewCo 4 each make an election pursuant to Treasury Regulations Section 301.7701-3 to be treated as a corporation for U.S.

federal income tax purposes, effective as of formation. *Elections will be filed within 75 days of formation.*

11.2 NewCo 1 will elect to be treated as the parent of a consolidated group pursuant to Treasury Regulations Section 1.1502-75, and all of NewCo 1's direct and indirect domestic subsidiaries will consent to be members of NewCo 1's consolidated group for U.S. federal income tax purposes. *Such elections and consents will be filed with NewCo 1's first U.S. federal income tax return.*

11.3 Section 338(h)(10) elections may be made on some or all of RCP LLC's domestic direct or indirect subsidiaries that are treated as corporations for U.S. federal income tax purposes. *Any Section 338(h)(10) elections must be filed by the 15th day of the 9th month after the emergence date.*

11.4 Section 338(g) elections may be made on some or all of RCP LLC's foreign direct or indirect subsidiaries that are treated as corporations for U.S. federal income tax purposes. *Any Section 338(g) elections must be filed by the 15th day of the 9th month after the emergence date.*

Step 12: Liquidation of Holdings and Revlon NewCo

12.1 Holdings and Revlon NewCo wind down operations and liquidate for legal and tax purposes. *This is expected to be effective as soon as practicable after Emergence.*

Step 13: Satisfaction of Backstop Commitment Premium

13.1 NewCo 1 issues New Common Stock to the Equity Commitment Parties in satisfaction of its Obligations to pay the Backstop Commitment Premium under the Backstop Commitment Agreement.

Alternative Transaction Steps:

As noted above, the Debtors expect that the Restructuring Transactions will be structured as a NewCo Acquisition in accordance with the Transaction Steps. However, the Debtors have not yet conclusively determined whether to proceed with a Restructuring in Place or a Newco Acquisition. The following Alternative Transaction Steps set forth the transaction steps that the Debtors expect to take in connection with the Restructuring in Place, should the Restructuring Transactions take such form.

Step 1: Satisfaction of Intercompany Claims and Interests

1.1 The Debtors will (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting BrandCo Lenders) capitalize, setoff, write off, contribute or distribute to the Debtors or their subsidiaries, or take any such other actions as the Debtors may consider advisable to eliminate, in whole or in part, certain receivables owing by and between the Debtors or their subsidiaries. *Such actions may, pursuant to the Plan, occur prior to, or in due course after, the Emergence Date*.

1.2 Beautyge Participations, S.L. owns 100,000 preferred shares issued from Revlon Canada, Inc. Revlon Canada Inc. and Beautyge Participations, S.L. enter into a surrender agreement for the cancellation of the Revlon Canada Inc. preferred shares owned by Beautyge Participations, S.L. for no consideration. *The cancellation contemplated by this step is expected to be effective prior to the Emergence Date.*

1.3 All remaining Intercompany Claims held by any BrandCo Entity against any OpCo Debtor or by any OpCo Debtor against any BrandCo Entity are deemed settled pursuant to the Plan Settlement, and are canceled, extinguished, and discharged, and are of no further force or effect. In addition, existing BrandCo contribution agreements will (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting BrandCo Lenders) be cancelled, and existing BrandCo licensing agreements will (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting BrandCo Lenders) be revised.

1.4 All other Intercompany Claims and Interests are (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting BrandCo Lenders) reinstated unless otherwise determined by the Debtors pursuant to, and in accordance with, the Plan. *The transactions contemplated by steps 1.3 and 1.4 are expected to be effective as of the Emergence Date.*

Step 2: Conversion of Holdings, Formation of NewCo and Transfer of Consideration.

2.1 One day prior to the step in 2.2 below, Holdings converts from a C corporation to a limited liability company that elects to be treated as a corporation for U.S. federal income tax purposes. *The transaction contemplated by this step is expected to be effective 2 days prior to the Emergence Date.*

2.2 Holdings forms a wholly-owned Delaware limited liability company that is treated as disregarded as separate from Holdings for U.S. federal income tax purposes ("**NewCo**") by contributing 100% of the stock of RCPC to NewCo in exchange for membership interests in NewCo. *The transaction contemplated by this step is expected to be effective 1 day prior to the Emergence Date.*

2.3 Holdings transfers New Common Stock, Equity Subscription Rights and New Warrants, as well as the right to receive the cash proceeds from the exercise of the Equity Subscription Rights, to NewCo, which thereafter transfers such property to RCPC as a contribution to capital. *If the Debtors elect to structure the transaction as a debt-for-equity exchange with a "G reorganization," as noted below, the transfer from NewCo to RCPC will be structured as a prepayment for RCPC's operating assets, not a contribution to capital.*

2.4 NewCo issues First Lien Take-Back Term Loans and transfers First Lien Take-Back Term Loans to RCPC as a contribution to capital. *If the Debtors elect to structure the transaction as a debt-for-equity exchange with a "G reorganization," as noted below, the First Lien Take-Back Term Loans may instead be issued directly by RCPC, if the*

Debtors so choose. The transactions contemplated by steps 2.3 and 2.4 are expected to be effective on the Emergence Date.

Step 3: Issuance of Incremental New Money Facility.

3.1 NewCo issues the Incremental New Money Facility to one or more third party lenders in exchange for Cash. *If the Debtors elect to structure the transaction as a debt-for-equity exchange with a "G reorganization," as noted below, the New Money Facility may instead be issued directly by RCPC, if the Debtors so choose (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting BrandCo Lenders). The New Money Facility and First Lien Take-Back Term Loans will have the same issuer.*

3.2 NewCo issues up to $12 million principal amount of Incremental New Money Facility (the "**Debt Backstop Term Loans**") to the Debt Commitment Parties in satisfaction of RCPC's obligations under the Debt Commitment Letter. Alternatively, NewCo may make a payment in Cash to the Debt Commitment Parties, in which case, the amount of Debt Backstop Term Loans issued would be reduced. *The transactions contemplated by steps 3.1 and 3.2 are expected to be effective on the Emergence Date.*

Step 4: Satisfaction of OpCo Term Loan Claims and 2020 Term B-2 Loan Claims.

4.1 RCPC transfers (A) $56 million in cash, (B) 18% of the New Common Stock and (C) 18% of the Equity Subscription Rights to Holders of Allowed OpCo Term Loan Claims in full and final satisfaction, compromise, settlement, release, and discharge of such Claims. Whether a Holder receives cash or New Common Stock/Equity Subscription Rights will depend on whether such Holder makes or is deemed to make the Class 4 Equity Election. The Holders of Allowed BrandCo Third Lien Guaranty Claims receive no recovery or distribution in respect of such Claims and such Claims are canceled, released, extinguished, and discharged, and are of no further force or effect. Holders that receive Equity Subscription Rights simultaneously exercise the Equity Subscription Rights in exchange for cash that is paid to RCPC.

4.2 RCPC transfers (A) 82% of the New Common Stock and (B) 82% of the Equity Subscription Rights to Holders of Allowed 2020 Term B-2 Loan Claims in full and final satisfaction, compromise, settlement, release, and discharge of such Claims. Simultaneously, the Holders of Allowed 2020 B-2 Loan Claims exercise the Equity Subscription Rights in exchange for cash paid to RCPC. *The transactions contemplated by steps 4.1 and 4.2 are expected to be effective on the Emergence Date.*

Step 5: Satisfaction of Unsecured Notes Claims.

5.1 RCPC transfers the New Warrants to Holders of Allowed Unsecured Notes Claims in full and final satisfaction, compromise, settlement, release, and discharge of such Claims. *The transaction contemplated by this steps is expected to be effective on the Emergence Date.*

Step 6: Satisfaction of Other Secured Claims and Other Priority Claims.

6.1 The Debtors transfer to the Holders of Allowed Other Secured Claims such recovery as may be permitted under the Plan in full and final satisfaction, compromise, settlement, release, and discharge of such Claims (or reinstate such Claims in accordance with the Plan). *Transactions contemplated by this step may occur on or after the Emergence Date, as provided in the Plan.*

6.2 The Debtors transfer to the Holders of Allowed Other Priority Claims such recovery as may be permitted under the Plan in full and final satisfaction, compromise, settlement, release, and discharge of such Claims. *Transactions contemplated by this step may occur on or after the Emergence Date, as provided in the Plan.*

Step 7: Satisfaction of FILO ABL Claims.

7.1 RCPC transfers cash to Holders of Allowed FILO ABL Claims in full and final satisfaction, compromise, settlement, release, and discharge of such Claims. Such cash shall be in an amount equating to payment in full. *The transaction contemplated by this step is expected to be effective on the Emergence Date.*

Step 8: Satisfaction of 2020 Term B-1 Loan Claims.

8.1 RCPC transfers First Lien Take-Back Term Loans issued by NewCo to Holders of Allowed 2020 Term B-1 Loan Claims in full and final satisfaction, compromise, settlement, release, and discharge of such Claims. *If the Debtors elect to structure the transaction as debt-for-equity exchange with a "G reorganization," as noted below, the Holders of 2020 Term B-1 Loan Claims may, if the Debtors so determine (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting BrandCo Lenders), receive First Lien Take-Back Term Loans issued directly by RCPC. The transaction contemplated by this step is expected to be effective on the Emergence Date.*

Step 9: Satisfaction of Talc Personal Injury Claims, Non-Qualified Pension Claims, Trade Claims and Other General Unsecured Claims.

9.1 The Debtors transfer $15.884 million and the right to receive 36.10% of the Retained Preference Action Net Proceeds to the PI Settlement Fund on behalf of such Holders in full and final satisfaction, compromise, settlement, release, and discharge of such Claims.

9.2 The Debtors transfer $8.7384 million and the right to receive 19.86% of any Retained Preference Action Net Proceeds to the GUC Trust on behalf of such Holders in full and final satisfaction, compromise, settlement, release, and discharge of such Claims.

9.3 The Debtors transfer $11.1188 million and the right to receive 25.27% of any Retained Preference Action Net Proceeds to the GUC Trust on behalf of such Holders in full and final satisfaction, compromise, settlement, release, and discharge of such Claims.

9.4 The Other General Unsecured Claims are canceled, released, extinguished, and discharged and are of no further force or effect..

9.5 (i) The Debtors transfer, in cash, the amounts contemplated by the Plan to the GUC Trust/PI Fund Operating Reserve as and when provided in the Plan and (ii) the Debtors transfer to the GUC Trust the Retained Preference Actions. *Transfers in respect of the GUC Trust/PI Fund Operating Reserve may occur after Emergence as and to the extent provided in the Plan. The transactions contemplated by steps 9.1 to 9.5 are expected to be effective on the Emergence Date. Note, 18.77% of any Retained Preference Actions Net Proceeds will be remitted back to RCP LLC.*

Step 10: Satisfaction of Subordinated Claims.

10.1 The Holders of Subordinated Claims receive no recovery or distribution, and such Claims are canceled, released, extinguished, and discharged, and are of no further force or effect. *The transaction contemplated by this step is expected to be effective on the Emergence Date.*

Step 11: Satisfaction of Interests in Holdings.

11.1 The Holders of Interests in Holdings (other than Intercompany Interests) receive no recovery or distribution, and such Claims are canceled, released, extinguished, and discharged, and are of no further force or effect. *The transaction contemplated by this step is expected to be effective on the Emergence Date.*

Step 12: Conversion of RCPC.

12.1 RCPC converts from a C corporation to a limited liability company that is treated as a disregarded entity for U.S. federal income tax purposes. *This step will only be undertaken if the Debtors elect to structure the transaction as a debt-for-equity exchange with a "G reorganization," and is the step that causes the transactions described herein to qualify as a "G reorganization." The transaction contemplated by this step is expected to be effective on the Emergence Date.*

Step 13: Satisfaction of the Backstop Commitment Premium

13.1 Holdings issues New Common Stock to the Equity Commitment Parties in satisfaction of its Obligations to pay the Backstop Commitment Premium under the Backstop Commitment Agreement.

Exhibit K-1

PI Claims Distribution Procedures

This **Exhibit K** contains the PI Claims Distribution Procedures. Article VI.A.5 of the Plan provides that, solely in the event that Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the PI Settlement Fund shall make distributions to Holders of Allowed Talc Personal Injury Claims in accordance with the PI Claims Distribution Procedures and the Plan. The PI Claims Distribution Procedures shall be (a) developed by or at the direction of the Creditors' Committee and (b) reasonably acceptable to the Debtors and Required Consenting BrandCo Lenders.

The PI Claims Distribution Procedures are in draft form and remains subject to continuing negotiations among Debtors, the Consenting BrandCo Lenders, the Creditors' Committee, and other interested parties with respect thereto.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit K**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

REVLON TALC PERSONAL INJURY LIQUIDATING TRUST DISTRIBUTION PROCEDURES

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REVLON TALC PERSONAL INJURY LIQUIDATING TRUST DISTRIBUTION PROCEDURES

The Trust Distribution Procedures of the Revlon Talc Personal Injury Liquidating Trust contained herein set forth procedures for resolution of Talc Personal Injury Claims, as defined in and to the extent provided in connection with the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, filed February 21, 2023 [Docket No. 1507] (as it may be amended or modified), as provided in the Revlon Talc Personal Injury Liquidating Trust Agreement.[1] The Trustee of the PI Trust shall implement and administer this TDP in consultation with the Trust Advisory Committee in accordance with the Trust Agreement.[2]

SECTION I

INTRODUCTION

1.1. Purpose. This TDP has been adopted pursuant to the Trust Agreement. The purpose of this TDP is to provide fair, equitable and substantially similar treatment for and

[1] Capitalized terms used, but not defined herein, shall have the meaning ascribed to them in the Trust Agreement or Plan, as applicable.

[2] This TDP is established solely to implement the Plan and Plan Settlement. Nothing in this TDP or any other Definitive Document is intended to be, nor shall it be construed as, an admission by the Debtors as to any Talc Claim, nor shall any Definitive Document, including this TDP, or any component thereof be admissible as evidence of, or have any *res judicata*, *collateral estoppel*, or other preclusive or precedential effect regarding, (i) any alleged asbestos contamination in any product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors or for which the Debtors otherwise have legal responsibility, or (ii) any liability of the Debtors, or the amount of any alleged liability, in respect of any personal injury actually or allegedly caused by any talc-containing allegedly asbestos-contaminated product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors or for which the Debtors otherwise have legal responsibility. Likewise, no decision of the Trustee or TAC to approve or make any distribution upon any Talc Claim shall be admissible as evidence of, or have any *res judicata*, *collateral estoppel*, or other preclusive or precedential effect regarding, liability to be imposed against Revlon, Inc., its Affiliates, or any other entity other than the PI Trust. The order of the Bankruptcy Court confirming the Plan shall constitute findings and orders with regard to the foregoing paragraph.

among each holder of a Talc Claim (a "**Claimant**") in an efficient manner. To achieve maximum fairness and efficiency, this TDP is founded on the following principles:

(a) Objective eligibility criteria;

(b) Clear and reliable proof requirements;

(c) Administrative transparency;

(d) Rigorous review processes that generate consistent outcomes regardless of the asserted amount of the Talc Claim; and

(e) Independence of the Trustee and the Trust's professionals.

SECTION II

PAYMENT OF TALC CLAIMS

2.1. Claims Liquidation Procedures. The PI Trust shall take all reasonable steps to resolve Talc Claims as efficiently and expeditiously as possible at each stage of claims processing.

2.2. Initial Distribution. The Trustee intends to make only a single distribution to all or substantially all holders of eligible Talc Claims with Final Determinations at the end of the Claims Determination Process for all eligible Talc Claims; provided, however, if the Trustee determines to proceed to a distribution on account of substantially all holders of eligible Talc Claims with Final Determinations, the Trustee shall establish adequate reserves for Talc Claims that have not yet received a Final Determination. Notwithstanding any provision in the Trust Agreement, the Plan or the Confirmation Order to the contrary, the Trustee, in the Trustee's sole discretion, may decline to make any distribution of $100 or less, due to the economic inefficiency of making a distribution of such a *de minimis* amount.

2.3. Application of Payment Percentage. At the end of the Claims Determination Process for all or substantially all holders of eligible Talc Claims with Final Determinations, the Trustee shall set a payment percentage to be applied to all Final Determinations, based on

his or her estimate of the PI Trust's assets and liabilities, if any, as well as the then-estimated value on account of all Final Determinations (the "**Payment Percentage**"). Each Claimant with a Final Determination will receive a distribution from the PI Trust equal to his or her Final Determination multiplied by the Payment Percentage, in each case in accordance with Section 2.4 hereof.

2.4. Requirement of Release. The PI Trust shall make payment of the Payment Percentage on account of a Final Determination to a Claimant (or such Claimant's counsel on account of such Claimant) only after the PI Trust has received a properly executed release from the Claimant in the form attached hereto as Schedule 1, as may be amended in accordance with Section 6.1 hereof or by order of the Bankruptcy Court.

SECTION III

RESOLUTION OF TALC CLAIMS

3.1. Effect of Statutes of Limitation and Repose. All Talc Claims must meet either (i) the applicable federal, state or foreign statute of limitation and repose that was in effect at the time of the filing of the claim in the tort system, in the case of claims first filed in the tort system against the Debtors prior to the Petition Date, or (ii) the applicable federal, state or foreign statute of limitation that was in effect at the time of the filing of a proof of claim in the Debtors' Chapter 11 Cases, in the case of claims not filed against the Debtors in the tort system prior to the Petition Date. Notwithstanding the foregoing, the relevant statute of limitation shall be deemed tolled, with respect to a Claimant, as of the earliest of: (A) the actual filing by such Claimant of the claim against the Debtors prior to the Petition Date, whether in the tort system or by submission of the claim to the Debtors pursuant to an administrative settlement agreement; (B) the date provided by an agreement or otherwise, by the Debtors and such Claimant, prior to the Petition Date for the tolling of the claim against

the Debtors, provided such tolling was still in effect on the Petition Date; or (C) the Petition Date.

If a Talc Claim meets any of the tolling provisions described in the preceding sentence and the claim was not barred by the applicable federal, state or foreign statute of limitation at the time of the tolling event, it shall be treated as a timely filed Talc Claim (i) if it was timely filed in accordance with the Bar Date Order, or (ii) upon entry of an Order of the Bankruptcy Court, following notice to interested parties including but not limited to the Trustee and the Reorganized Debtors, permitting such Talc Claim to be deemed timely filed for the purposes of this TDP.

3.2. Resolution Process. Within three (3) months after the Effective Date, the Trustee shall adopt written procedures for reviewing and liquidating Talc Claims pursuant to this TDP. Such procedures shall require Claimants to file a claim submission in form approved by the Trustee (the "**Claim Submission Form**"), together with the required supporting documentation, in accordance with the provisions of Sections 4.1 and 4.2 below, not later than a date to be determined by the Trustee in consultation with the TAC, which date shall be no less than four (4) months after the Effective Date. It is anticipated that the PI Trust shall provide an initial response to the Claimant within one hundred eighty (180) days of receiving the Claim Submission Form.

The Claim Submission Form shall require the Claimant to elect either Matrix Review in accordance with Section 3.3.1.7 or, if ineligible for Matrix Review, Individual Review in accordance with Section 3.3.3. The Claim Submission Form shall require a Claimant electing Matrix Review to assert his or her Talc Claim for the highest Mesothelioma Compensation Level ("**MCL**") for which the Talc Claim qualifies at the time of filing.

Notwithstanding a Claimant's timely filing of a Talc Claim pursuant to Section 3.1 hereof, if a Claimant does not submit a completed Claim Submission Form prior to the deadline set by the Trustee, the Claimant's claim shall be disallowed (a "**Disallowed Claim**"); provided, however, the Trustee shall have the discretion to waive any deficiency of any Claim Submission Form that the Trustee determines in his or her discretion to be appropriate for an extended Claim Submission Form deadline. For the avoidance of doubt, no more than one Talc Claim may be asserted on behalf of any IP, and the Trustee shall have the discretion to disallow any Talc Claim or portion thereof that is duplicative of another Talc Claim asserted on behalf of any IP.

3.3. Talc Claims Determination Process

3.3.1 Review Process.

3.3.1.1 In General. This TDP will govern the process by which each Talc Claim is reviewed, including determining whether a Talc Claim is eligible or ineligible for payment and, if eligible, the amount approved for payment (the "**Claims Determination Process**"). After the Trust has fully evaluated a Talc Claim, the Trust will issue a notice to the Claimant explaining the review result. If the Talc Claim has been approved and is eligible for payment, then the notice will include the specific amount that the Trust has approved (the "**Approved Claim Amount**"). If the Claimant accepts the Approved Claim Amount, it becomes the final determination of the Talc Claim (the "**Final Determination**"). If the Talc Claim is missing documents or information required for the Trust to fully evaluate the Talc Claim (a "**Deficient Claim**"), the notice will explain what is required and provide a timeline within which the Claimant may resolve the deficiencies. If the Talc Claim is ineligible for

payment from the PI Trust pursuant to this TDP, the notice will explain the reason(s) that the Talc Claim is ineligible and deemed a Disallowed Claim.

3.3.1.2 Pre-Petition Settled Claims. The Claim Submission Form shall permit Claimants to submit a Talc Claim subject to a settlement agreement with the Debtors that was fully executed on or before June 15, 2022 (respectively, a "**Pre-Petition Settled Claim**" and a "**Pre-Petition Settlement Agreement**").

3.3.1.3 A Claimant with a Pre-Petition Settled Claim may elect the Approved Claim Amount to be (i) the unpaid amount agreed to in the Pre-Petition Settlement Agreement (the "**Settlement Value**"), or alternatively, (ii) the "**TDP Matrix Value**". If the Claimant elects the Approved Claim Amount to be the TDP Matrix Value rather than the Settlement Value, the Claimant shall be bound by the MCL either (x) as identified in the Pre-Petition Settlement Agreement or, (y) if not so identified in the Pre-Petition Settlement Agreement, as asserted by the Claimant in writing in litigation or negotiations with the Debtors; provided, however, in the case of either (x) or (y) such Claimant shall be required to satisfy the Medical/Exposure Criteria set forth for Matrix Review in this TDP, including in accordance with Section 3.3.1.7 hereof. For the avoidance of doubt, for Claimants with a Pre-Petition Settled Claim electing a TDP Matrix Value, any applicable Adjustment Factors shall be applied as of the date of the Trustee's review of the Talc Claim.

3.3.1.4 A Claimant with a Pre-Petition Settled Claim that cannot demonstrate assertion of an MCL in accordance with Section 3.3.1.3 shall be bound by such Settlement Value.

3.3.1.5 Notwithstanding the foregoing, a Claimant asserting a Pre-Petition Settled Claim, who is determined by the PI Trust not to have a qualifying Pre-Petition

Settled Claim, may nevertheless proceed with a Talc Claim in accordance the procedures set forth in this TDP for Talc Claims that are not Pre-Petition Settled Claims.

3.3.1.6 Matrix Review: MCLs, Scheduled Values and Medical/Exposure Criteria. Claimants with Talc Claims in connection with malignant mesothelioma diagnosis shall be eligible for Matrix Review. The Matrix Review of this TDP establishes a schedule of two talc-related "**MCLs**" for Claimants in connection with a malignant mesothelioma diagnosis of the Claimant's injured party ("**IP**"); each MCL has "**Medical/Exposure Criteria**" and "**Scheduled Values**." For the avoidance of doubt, a Talc Claim of an IP with more than extremely nominal Non-Talc Asbestos-Containing Product Exposure (as determined by the Trustee in his or her sole discretion) is not eligible for compensation from the PI Trust under this TDP and shall be deemed a Disallowed Claim.

3.3.1.7 "**Matrix Review**" shall mean the review and valuation of Talc Claims in accordance with the schedule set forth in this Section 3.3.1.7; the Scheduled Value, subject to modification for "Adjustment Factors" as set forth in Section 3.3.2, shall be the Approved Claim Amount. The two MCLs covered by this TDP, together with the Medical/Exposure Criteria and the Scheduled Values for each, are set forth below.

MCL	SCHEDULED VALUE	MAXIMUM VALUE	MEDICAL/EXPOSURE CRITERIA
Level 1	$350,000	$700,000	(1) Diagnosis of malignant mesothelioma; (2) At least three years of regular and routine Debtor Cosmetic Talc Exposure; Debtor Cosmetic Talc Exposure comprises 50-100% of Total Talc Exposure.

			(3) Subject to 75% reduction in Matrix Value for extremely nominal Non-Talc Asbestos-Containing Product Exposure.
Level 2	$50,000	$100,000	(1) Diagnosis of malignant mesothelioma; (2) At least three years of regular and routine Debtor Cosmetic Talc Exposure; Debtor Cosmetic Talc Exposure comprises less than 50% of Total Talc Exposure. (3) Subject to 75% reduction in Matrix Value for extremely nominal Non-Talc Asbestos-Containing Product Exposure.

An "**Extraordinary Claim**" shall require regular and routine Debtor Cosmetic Talc Exposure comprising 90% or more of the IP's Total Talc Exposure, and no Non-Talc Asbestos-Containing Product Exposure. Such Extraordinary Claim shall be entitled to up to two times the TDP Matrix Value for MCL 1 (for the avoidance of doubt, the TDP Matrix Value shall include the application of all Adjustment Factors, but shall not exceed the Maximum Value, provided that an Extraordinary Claim may receive a TDP Matrix Value up to two times greater than the Maximum Value for MCL 1). For the avoidance of doubt, a Talc Claim of an IP with more than extremely nominal Non-Talc Asbestos-Containing Product Exposure (as determined by the Trustee in his or her sole discretion) is not eligible for compensation from the PI Trust under this TDP and shall be deemed a Disallowed Claim.

3.3.2 Adjustment Factors to Scheduled Values.

The Trustee shall determine the Approved Claim Amount based on the determination of the Claimant's appropriate Scheduled Value pursuant to section 3.3.1.7 above and additionally Adjustment Factors. Adjustment Factors shall be with respect to the IP. Adjustment Factors shall be (i) Age Factor, (ii) Dependents Factor, and (iii) Economic Loss Factor. Adjustment Factors shall be a multiplier of the Claimant's Scheduled Value; after the multiplier(s), the Approved Claim Amount shall be the lesser of (i) the product of the Scheduled Values and Adjustment Factors and (ii) the Maximum Value.

3.3.2.1 Age Factor

The Trustee will determine the Age Factor based on the earlier of the IP's first diagnosis of talc-related malignancy and the IP's death date (the "**IP Age**"). The Trustee will assign an Age Factor in the following manner:

Age Factor	**Age**
0.5	Over 80 years old
0.75	71-80 years old
1.0	65-70 years old
1.25	46-64 years old
1.5	45 years old or under

3.3.2.2 Dependents Factor

The Trustee will determine a "**Dependents Factor**" based on the IP's dependents (including spouses, minor children, adult disabled dependent children, and dependent minor grandchildren) in the following manner:

Dependents Factor	Dependents
0.5	No dependents
0.75	No spouse, other dependents
1.0	Spouse, no other dependents
1.25	Spouse and other dependents

3.3.2.3 Economic Loss Factor

Claimants may elect (but are not required) to document economic losses related to the IP's loss of earnings, pension, social security, home services, medical expenses, and funerary expenses. Subject to review and substantiation of such documents, the Trust will assign an "**Economic Loss Factor**" in the following manner:

Economic Loss Factor	Documented Economic Loss
1.0	<$200,000
1.0 + .001 for every thousand dollars of economic loss above $200,000, up to $450,000	$200,000 - $450,000
1.25	>$450,000

3.3.3 Individual Review.

In lieu of Matrix Review and Adjustment Factors, a Claimant, either (i) by choice following rejection of the Approved Claim Amount and prior to commencing arbitration pursuant to section 3.5 hereof or (ii) due to ineligibility for Matrix Review, may elect to have an individual review (the "**Individual Review**"). Individual Review shall be mandatory for all Claimants not eligible for Matrix Review due to the absence of a

malignant mesothelioma diagnosis. For the avoidance of doubt, a Talc Claim of an IP with more than extremely nominal Non-Talc Asbestos-Containing Product Exposure (as determined by the Trustee in his or her sole discretion) is not eligible for compensation from the PI Trust under this TDP and shall be deemed a Disallowed Claim.

Prior to the commencement of Individual Review, the Trustee shall require the Claimant to provide (i) such additional medical and other evidence deemed appropriate pursuant to Section 3.4 hereof, including evidence relevant to the Adjustment Factors set forth above, which for the avoidance of doubt shall include (i) a "**Linking Report**" of a qualified expert concerning the causes of the IP's injury, and (ii) a non-refundable commencement fee of $50. In the event an Individual Review results in an Approved Claim Award and a Final Determination, the Trustee shall add $50 to the amount to be disbursed to the Claimant pursuant to Section 2.4 as a rebate of such commencement fee.

3.4. Evidentiary Requirements.

3.4.1 Evidence.

3.4.1.1 In General. All diagnoses of a talc-related malignancy, whether or not relating to asbestos contamination, shall be based upon either (i) a physical examination of the IP by the physician providing the diagnosis of the talc-related or asbestos-related disease, or (ii) a diagnosis of such malignancy by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations. All diagnoses of a malignancy shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date of first exposure to allegedly asbestos-

contaminated talc or talc-containing products and the diagnosis, or (ii) a history of the IP's exposure.[3]

3.4.1.2 Pre-Petition Claimant Submissions. If a Claimant with a Talc Claim arising from a claim that was filed against the Debtors or any other defendant in the tort system prior to the Petition Date has available a report of a diagnosing physician engaged by the Claimant or his or her counsel who conducted a physical examination of the IP as described in Section 3.4.l.1, or if the Claimant has filed such medical evidence and/or a diagnosis of the talc-related disease by a physician not engaged by the Claimant or his or her counsel who conducted a physical examination of the Claimant with another talc-related personal injury settlement trust that requires such evidence, without regard to whether the Claimant or counsel engaged the diagnosing physician, the Claimant shall provide such medical evidence to the PI Trust.

3.4.1.3 Credibility of Medical Evidence. Before making any payment to a Claimant, the PI Trust must have reasonable confidence that the medical evidence provided in support of the Talc Claim is credible and consistent with recognized medical standards. To the extent consistent with recognized medical standards, the PI Trust may (i) require the submission of X-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence (for the avoidance of doubt, this clause (i) does not apply to reliable medical evidence of a diagnosis of mesothelioma), and (ii) may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. Medical evidence that is (i) of a kind

[3] All diagnoses of mesothelioma shall be presumed to be based on findings that the disease involves a malignancy. However, the Trust may rebut such presumptions.

shown to have been received in evidence by a state or federal judge at trial, (ii) consistent with evidence submitted to the Debtors to settle for payment similar disease cases prior to the Debtors' bankruptcy, or (iii) a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the talc-related disease in question before a state or federal judge, is presumptively reliable, although the PI Trust may rebut the presumption. In addition, Claimants who otherwise meet the requirements of this TDP for a Final Determination shall be paid in accordance with this TDP regardless of the results in any litigation at any time between the Claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system, other than any findings of fact, a verdict, or a judgment, involving another defendant may be used by either the Claimant or the PI Trust in the Claims Determination Process of any Talc Claims under this TDP.

3.4.2 Exposure Evidence.

3.4.2.1 In General. As set forth in Section 3.3.3 above, to qualify for any MCL or Approved Claim Amount through Individual Review, the Claimant must demonstrate a minimum exposure to talc-containing products, or to conduct that exposed the Claimant to a talc-containing allegedly asbestos-contaminated product, for which the Debtors have liability. Any claim based on conspiracy theories that involve no exposure to a talc-containing allegedly asbestos-contaminated product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors are not compensable under this TDP. To meet the exposure requirements set forth in Section 3.3.1 above, the Claimant must show Debtor Cosmetic Talc Exposure as defined in Section 3.4.2.2 below.

3.4.2.2 Debtor Cosmetic Talc Exposure. The Claimant must demonstrate meaningful and credible evidence of (a) exposure of the IP to a talc-containing cosmetic product manufactured, sold, supplied, produced, distributed, released, advertised or

marketed by the Debtors or for which the Debtors otherwise have legal responsibility, or (b) conduct for which the Debtor has legal responsibility that exposed the IP to such talc-containing cosmetic product (in either case, "**Debtor Cosmetic Talc Exposure**"). That meaningful and credible exposure evidence may be established by an affidavit or sworn statement of the IP, by an affidavit or sworn statement of a family member in the case of a deceased or incapacitated IP (providing the PI Trust finds such evidence reasonably reliable), or by other credible evidence.

3.4.2.3 Non-Debtor Exposure. The Claim Submission Form may require that a Claimant include an estimation of all Non-Debtor Cosmetic Talc Exposure of the IP to talc, asbestos and asbestos-containing products known to cause the malignancy for which the IP has been diagnosed.

3.4.2.4 Non-Talc Asbestos-Containing Product Exposure. The specific exposure information required by the PI Trust to review a Talc Claim shall be set forth on the Claim Submission Form. The PI Trust can also require submission of other or additional evidence of exposure, and may seek and review evidence from additional sources, when it deems such to be necessary to assess the entirety of the IP's exposure to talc, asbestos, and related products in connection with a Talc Claim against the Debtors.

Evidence submitted by a Claimant to establish proof of Debtor Cosmetic Talc Exposure is for the sole benefit of the PI Trust, not third parties or defendants in the tort system. The PI Trust has no need for, and therefore Claimants are not required to furnish the PI Trust with evidence of, exposure to specific allegedly asbestos-contaminated talc or talc-containing products other than those for which the Debtors have legal responsibility, except to the extent such evidence is required elsewhere in this TDP. Similarly, failure to identify Debtors' products in the Claimant's underlying tort action, or to other bankruptcy trusts, does

not preclude the Claimant from having an eligible Talc Claim under this TDP, provided the Claimant satisfies the medical and exposure requirements of this TDP.

3.5. Right to Alternative Dispute Resolution. The Trustee, with the consent of the TAC, shall develop and adopt "**ADR Procedures**," which shall provide for binding arbitration to resolve disputes for which the relevant parties cannot otherwise reach a resolution. ADR Procedures shall apply only with respect to (a) the amount of the Approved Claim Amount, and/or (b) whether the IP's medical condition or exposure history meets the requirements of this TDP for purposes of categorizing a claim; the costs of the ADR Procedures shall be allocated by the arbitrator between the Claimant and the Trust. The ADR Procedures may be modified by the Trust, with the consent of the TAC, and subject to the procedures and requirements for amendment of this TDP set forth in Section 6.1 hereof. Not later than one (1) month following the Trustee's issuance of an Approved Claim Amount for any Talc Claim, the Claimant may request arbitration pursuant to the ADR Procedures. The decision of the arbitrator after arbitration shall be final and any Approved Claim Amount determined by the arbitrator (which may be zero) shall be treated in accordance with Section 3.3.1.1 hereof.

In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 3.4 above. In an arbitration involving any such claim, the Trustee shall not offer into evidence or describe any model or assert that any information generated by the model has any evidentiary relevance or should be used by the arbitrator in determining the presumed correct liquidated value in the arbitration. The underlying data that was used to create the model may be relevant and may be made available to the arbitrator but only if provided to the Claimant or his or her counsel ten days prior to the arbitration proceeding. The Claimant and his or her counsel may use the data that is provided by the Trust in the arbitration and shall agree to otherwise maintain the confidentiality of such information.

SECTION IV

CLAIMS MATERIALS

4.1. Claims Materials. The Trustee shall prepare suitable and efficient "**Claims Materials**" for all Talc Claims and shall make available such Claims Materials to Talc Claimants.

4.2. Content of Claims Materials. The Claims Materials shall include a copy of this TDP, such instructions as the Trustee shall approve, and a detailed Claim Submission Form. The Claim Submission Form shall require the Claimant to either (i) assert the highest MCL for which the Talc Claim qualifies at the time of filing under Matrix Review or (ii) if ineligible for Matrix Review, request Individual Review. The Claim Submission Form shall also include a certification by the Claimant or his or her attorney sufficient to meet the requirements of Rule l l(b) of the Federal Rules of Civil Procedure, as if the completed Claim Submission Form were a filing subject to that rule.

4.3. Withdrawal of Claims. Except for (a) Talc Claims held by representatives of deceased or incompetent individuals for which court or probate approval of the PI Trust's offer is required and (b) Talc Claims subject to potential or pending dispute or entry of a binding award pursuant to Section 3.5 hereof, a Talc Claim shall be deemed to have been withdrawn and shall be deemed a Disallowed Claim if the Claimant does not accept the PI Trust's Approved Claim Amount.

4.4. Confidentiality of Claimants' Submissions. All submissions to the PI Trust by a Claimant, including the Claim Submission Form and materials related thereto, are intended by the parties to be confidential. The PI Trust will preserve the confidentiality of such Claimant submissions, and shall disclose the contents thereof only with the permission of the Claimant to such other persons as authorized by the Claimant, or in response to a valid subpoena of such materials issued by the Bankruptcy Court or any other court of competent

jurisdiction. Furthermore, the PI Trust shall provide counsel for the Claimant of the applicable Talc Claim a copy of any such subpoena upon being served. The PI Trust shall, on its own initiative, or upon request of the Claimant in question, take all necessary and appropriate steps to preserve any privileges. On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the affairs of the PI Trust by the Trustee, the Trustee shall arrange for the proper destruction of all documents and records submitted by Claimants.

SECTION V

GENERAL GUIDELINES FOR LIQUIDATING AND PAYING CLAIMS

5.1. Showing Required. To establish an eligible Talc Claim, a Claimant must meet the requirements set forth in this TDP.

5.2. Costs Considered. Notwithstanding any provisions of this TDP to the contrary, the Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid Talc Claims and other transactions costs of the PI Trust so that administration of the PI Trust is not impaired by such processes with respect to issues related to the validity of the medical evidence supporting a Talc Claim. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any Talc Claim against the PI Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be unreliable.

5.3. Third-Party Services. Nothing in this TDP shall preclude the PI Trust from contracting with another talc claims resolution organization to provide services to the PI Trust so long as decisions about the categorization and liquidated value of Talc Claims are based

on the relevant provisions of this TDP, including the MCLs, Scheduled Values and Medical/Exposure Criteria set forth above.

5.4. Punitive Damages. In no circumstance shall the Trustee assign any Talc Claim value for any punitive damages, exemplary damages, statutory enhanced damages, or attorneys' fees or costs (including statutory attorneys' fees and costs) and any Talc Claim for such amounts shall be deemed a Disallowed Claim.

SECTION VI

MISCELLANEOUS

6.1. Amendments. Except as otherwise provided in this TDP or the Trust Agreement, with the consent of the TAC, the Trustee may amend, modify, delete, or add to any provisions of this TDP (including, without limitation, amendments to conform this TDP to advances in scientific or medical knowledge or other changes in circumstances), provided that (i) permission of the Bankruptcy Court shall be required to amend the methodology for valuing Talc Claims in Matrix Review, including but not limited to the Scheduled Values, MCLs, Medical/Exposure Criteria, or Adjustment Factors; (ii) the Trustee must obtain the unanimous consent of the TAC prior to making or seeking Bankruptcy Court authority for any amendment, modification, deletion or addition to this TDP; (iii) the Trustee shall provide at least ten (10) business days' written notice to the Reorganized Debtors prior to making any amendment, modification, deletion or addition to this TDP, and shall obtain the consent of the Reorganized Debtors for any amendment, modification, deletion or addition that the Reorganized Debtors reasonably determine affects, directly or indirectly, any right, duty, immunity, interest or liability of the Reorganized Debtors; and (iv) such amendments, modifications, deletions, or additions shall not contravene the Plan or Confirmation Order.

6.2. Severability. Should any provision contained in this TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this TDP.

6.3. Governing Law. This TDP shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without regard to any choice of law rules.

6.4. Extensions of Time. Upon written request, the Trustee may in his or her discretion grant extensions of time for any time deadline or time limit identified herein to any Claimant.

SCHEDULE 1
RELEASE AND INDEMNITY AGREEMENT

REVLON TALC PERSONAL INJURY LIQUIDATING TRUST

RELEASE AND INDEMNITY AGREEMENT

NOTICE: THIS IS A BINDING DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE CONSULT YOUR ATTORNEY IN CONNECTION WITH EXECUTING THIS DOCUMENT. IF YOU DO NOT PRESENTLY HAVE AN ATTORNEY, YOU MAY WISH TO CONSIDER CONSULTING ONE.

All capitalized terms not defined herein shall have the respective meanings ascribed to them in either (i) *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1507], as the same may be amended or modified from time to time (the "Plan") filed in Bankruptcy Case No. 22-10760 (DSJ) before the United States Bankruptcy Court for the Southern District of New York, confirmed by order on [•] [Docket No. [•] (the "Confirmation Order") or (ii) the Trust Distribution Procedures of the Revlon Talc Personal Injury Liquidating Trust (the "TDP") filed as a supplement to the Plan.

WHEREAS, the undersigned, who is either the "Injured Party" or the/an "Official Representative"[4] (either being referred to herein as the "Claimant"), has filed a claim (the "Claim") with the Revlon Talc Personal Injury Liquidating Trust (the "PI Trust") pursuant to the TDP filed as part of the Plan, and such Claim asserts a Talc Personal Injury Claim arising out of exposure to talc-containing allegedly asbestos-contaminated products or conduct for which Revlon, Inc., et al (the "Debtors") are alleged to have legal responsibility; and

WHEREAS, the Claimant has agreed to settle and compromise the Injured Party's Claim for and in consideration of the allowance of the Claim by the PI Trust, at a liquidated value of $_____, on account of which the Claimant shall receive distributions pursuant to the Plan and TDP including but not limited to application of the Payment Percentage, and otherwise in accordance with the terms set forth therein and herein.

NOW, THEREFORE, the Claimant hereby agrees as follows:

1. On behalf of the Injured Party, the Injured Party's estate, the Injured Party's heirs, and/or anyone else claiming rights through the Injured Party, now and in the future, the Claimant hereby fully and finally voluntarily, intentionally, knowingly, absolutely, unconditionally, irrevocably, and fully waive, release, remit, acquit, forever discharge, and covenant not to knowingly sue or continue prosecution against the Debtors, the Reorganized Debtors, the PI Trust, the Trust Advisory Committee, and their respective settlors, trustors, trustees, directors, officers, agents, consultants, financial advisors, servants, employees, attorneys, heirs, executors (collectively the "Releasees") from and with respect to any and all

[4] The "Official Representative" is the/a person who under applicable state law or legal documentation has the authority to represent the Injured Party, the Injured Party's estate, or the Injured Party's heirs.

claims, including, but not limited to, all claims as defined in section 101(5) of the Bankruptcy Code, charges, complaints, demands, obligations, causes of action, losses, expenses, suits, awards, promises, agreements, rights to payment, right to any equitable remedy, rights of any contribution, indemnification, reimbursement, subrogation or similar rights, demands, debts, liabilities, express or implied contracts, obligations of payment or performances, rights of offset or recoupment, costs, expenses, attorneys, and other professional fees and expenses, compensation or other relief, and liabilities of any nature whatsoever whether present or future, known or unknown, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, absolute or contingent, direct or derivative and whether based on contract, tort, statutory, or any other legal or equitable theory of recovery (the "Released Claims"), arising from, relating to, resulting from or in any way connected to, in whole or in part, the Claimant's Talc Personal Injury Claim, the Releasees' duties and responsibilities under the Trust Agreement, including any agreement, document, instrument or certification contemplated by the Trust Agreement, the TDP, the Plan, the formulation, preparation, negotiation, execution or consummation of the Trust Agreement, the TDP or the Plan, and any and all other orders of any court of competent jurisdiction relating to the Releasees and/or their duties and responsibilities, from the beginning of time through the execution date of this Release and Indemnity Agreement (this "Release"). The Claimant covenants and agrees that the Claimant will honor the Release as set forth in the preceding sentence and, further, that the Claimant will not (i) knowingly institute or continue prosecution of a lawsuit or other action against any Releasee based upon, arising out of, or relating to any Released Claims released hereby, (ii) knowingly participate, assist, or cooperate in any such action, or (iii) knowingly encourage, assist and/or solicit any third party to institute any such action.

2. Without limiting the foregoing, and notwithstanding anything to the contrary herein, the Release shall not apply in favor of the PI Trust as to the Claimant's right to payment of the Claimant's allowed Talc Personal Injury Claim, solely as provided through the Plan and TDP and as set forth in paragraph 7 below.

3. The Claimant intends this Release and Indemnity Agreement to be as broad and comprehensive as possible so that the Releasees shall never be liable, directly or indirectly, to the Injured Party or the Injured Party's heirs, legal representatives, successors or assigns, or any other person or entity claiming by, through, under, or on behalf of the Injured Party, for or on account of any Released Claim, except as expressly provided herein, whether the same is now known or unknown or may now be latent or may in the future appear to develop, including all spousal claims for the Injured Party's claims. If the Claimant is an Official Representative, the Claimant represents and warrants that the Claimant has all requisite legal authority to act for, bind and accept payment on behalf of the Injured Party and all heirs of the Injured Party on account of any Released Claim and hereby agrees to indemnify and hold harmless, to the extent of payment hereunder, excluding attorney's fees and costs, the Releasees from any loss, cost, damage, or expense arising out of or in connection with the rightful claim of any other Entity to payments with respect to the Injured Party's Released Claim.

4. This Release and Indemnity Agreement is not intended to bar any cause of action, right, lien, or claim that the Claimant may have against any alleged tortfeasor other than the Releasees. It is expressly not intended to bar any cause of action, right, lien or claim

that the Claimant may have against any insurer of the Releasees or any commercial counterparties thereof engaged in the manufacturing, distribution or sale of materials alleged to have caused harm to the Claimant.[5] The Claimant hereby expressly reserves all his or her rights against such persons or entities. This Release and Indemnity Agreement is not intended to release or discharge any Talc Personal Injury Claim or potential Talc Personal Injury Claim that the Injured Party's heirs (if any), spouse (if any), the Official Representative (if any) or the Official Representative's heirs (if any) (other than the Injured Party) may have as a result of their own exposure to allegedly asbestos-contaminated talc or talc-containing products.

5. The Claimant represents and warrants that all Valid Liens,[6] subrogation, conditional payment, and reimbursement claims relating to benefits paid to or on account of the Injured Party in connection with, or relating to, the Claim have been resolved or will be resolved from the net proceeds of the settlement payment to the Claimant under this Release and Indemnity Agreement or from other funds or proceeds to the extent permitted under applicable lien settlement agreements or under applicable law. It is further agreed and understood that no Releasee shall have any liability to the Claimant or any other person or entity in connection with such liens or conditional payment or reimbursement claims and that the Claimant will indemnify and hold the Releasees harmless from any and all such alleged liability as provided in the following sentence. The Claimant will indemnify and hold the Releasees harmless, to the extent of the amount of payment hereunder, excluding attorneys' fees and costs, from any and all liability arising from subrogation, conditional payment, indemnity, or contribution claims related to the Released Claim and from any and all compensation or medical payments due, or claimed to be due, under any applicable law, regulation, or contract related to the Released Claim.

6. It is further agreed and understood that if the Claimant has filed a civil action against the PI Trust, the Claimant shall dismiss such civil action and obtain the entry of an Order of Dismissal with Prejudice with respect to any Released Claim no later than 30 days after the date hereof.

7. The Claimant understands that the Released Claim is being resolved by the PI Trust, and a liquidated value ($_____) has been established for such Claim. The Claimant acknowledges that, pursuant to the TDP, after the liquidated value of the Claim is determined pursuant to the procedures set forth in the TDP, the Claimant ultimately shall receive a pro rata share of that value based on the PI Settlement Fund Assets available for the payment of Claims. The Claimant further acknowledges that the Claimant may receive payment in one or more distributions, subject to determination by the Trustee, as provided in the TDP.

8. The Claimant understands, represents, and warrants that this Release and Indemnity Agreement is a compromise of a disputed claim and not an admission of liability by, or on the part of, the Releasees. Neither this Release and Indemnity Agreement, the compromise and settlement evidenced hereby, nor any evidence relating thereto, will ever be

[5] For the avoidance of doubt, this Release does not include a release with respect to any of the Excluded Parties (as defined in the Plan).

[6] A "Valid Lien" is a lien that is permitted by applicable law and with respect to which the lien holder has taken all steps necessary under the terms of the documents creating the lien and under applicable law to perfect the lien.

admissible as evidence against the PI Trust or other Releasee in any suit, claim, or proceeding of any nature except to enforce this Release and Indemnity Agreement. However, this Release and Indemnity Agreement is and may be asserted by the Releasees as an absolute and final bar to any claim or proceeding now pending or hereafter brought by or on behalf of the Injured Party with respect to the Talc Personal Injury Claim released herein, except as expressly provided in this Release and Indemnity Agreement.

9. The Claimant (a) represents that no judgment debtor has satisfied in full the PI Trust's liability with respect to the Injured Party's Talc Personal Injury Claim as the result of a judgment entered in the tort system, and (b) upon information and belief, represents that the Claimant has not entered into a release (other than this Release and Indemnity Agreement) that discharges or releases the PI Trust's liability to the Claimant with respect to the Injured Party's Talc Personal Injury Claim.

10. The Claimant represents that he or she understands that this Release and Indemnity Agreement constitutes a final and complete release of the Releasees with respect to the Injured Party's Released Claim, except as expressly provided herein. The Claimant has relied solely on his or her own knowledge and information, and the advice of his or her attorneys (if any), as to the nature, extent, and duration of the Injured Party's injuries, damages, and legal rights, as well as the alleged liability of the Releasees and the legal consequences of this Release and Indemnity Agreement, and not on any statement or representation made by or on behalf of the PI Trust or other Releasee.

11. In further consideration of the benefit of a distribution from the PI Trust on account of the Claimant's Talc Personal Injury Claim, as of the date hereof, the Claimant shall indemnify and forever hold harmless, and pay all final judgments, damages, costs, expenses, fines, penalties, interest, multipliers, or liabilities in whatsoever nature, including costs of defense and attorneys' fees of the Releasees arising from the Claimant's failure to comply with the terms of this Release and Indemnity Agreement.

12. This Release and Indemnity Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter hereof between or among any of the parties hereto, including, without limitation, any prior agreements or understandings with respect to the liquidation of the Claim.

13. This Release and Indemnity Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of DELAWARE, without giving effect to the principles of conflicts of law thereof, and shall be binding on the Injured Party and his or her heirs, legal representatives, successors and assigns.

14. TO THE EXTENT APPLICABLE, THE CLAIMANT HEREBY WAIVES ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND ANY SIMILAR LAWS OF ANY OTHER STATE. CALIFORNIA CIVIL CODE SECTION 1542 STATES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF

EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTORS.

THE CLAIMANT UNDERSTANDS AND ACKNOWLEDGES THAT BECAUSE OF THE CLAIMANT'S WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, EVEN IF THE INJURED PARTY SHOULD EVENTUALLY SUFFER ADDITIONAL DAMAGES, THE INJURED PARTY WILL NOT BE ABLE TO MAKE ANY CLAIM AGAINST THE RELEASEES FOR THOSE DAMAGES, EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE CLAIMANT ACKNOWLEDGES THAT HE OR SHE INTENDS THESE CONSEQUENCES.

15. The Claimant authorizes payment pursuant to Paragraph 7 to the Claimant or the Claimant's counsel, as agent for the Claimant, if applicable.

16. The Claimant acknowledges that the PI Trust has no obligation to pay the Claimant until the PI Trust receives the executed Release and Indemnity Agreement from the Claimant.

17. The Claimant acknowledges that the PI Trust is not providing any tax advice with respect to the receipt of any distribution on account of the Claimant's Talc Personal Injury Claim or any component thereof, and understands and agrees that the Claimant shall be solely responsible for compliance with all tax laws with respect to such distribution, to the extent applicable. The Claimant additionally hereby represents and certifies to the PI Trust that, in respect of the Claim, the Claimant has paid or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b) and/or 42 U.S.C. § 1396a(a)(25), or any related statutes, rules, regulations, or guidance, in connection with, or relating to, the Claim, including all Medicare and/or Medicaid Secondary Payer-related obligations.

CERTIFICATION

I state that I have carefully read the foregoing Release and Indemnity Agreement and know the contents thereof, and I sign the same as my own free act. I additionally certify, under penalty of perjury, that the information that has been provided to support the Claim is true according to my knowledge, information, and belief, and further that I have the authority as the Claimant to sign this Release and Indemnity Agreement.

I am: _____ the Injured Party

_____ the Official Representative of the Injured Party, the Injured Party's Estate, or the Injured Party's Heirs.

EXECUTED this ___day of _____ .20___

_____

Signature of the Claimant

Name of the Claimant: _____ SSN:__

Name of the Injured Party if different from the Claimant: _____

SSN of the Injured Party if different from the Claimant:_____

SWORN to and subscribed before me this _____ day of _____20__

_____

Notary Public

My commission expires: _____

-OR-

Signatures of two persons unrelated to the Claimant by blood or marriage who witnessed the signing of this Release and Indemnity Agreement

_____ _____

Witness Signature Witness Signature

SCHEDULE 2
DEFINITIONS

1. "Adjustment Factors" means the Adjustment Factors for Matrix Review set forth in Section 3.3.2 of the TDP.

2. "ADR Procedures" means procedures for alternative dispute resolution of certain issues as set forth in Section 3.5 of the TDP.

3. "Approved Claim Amount" means the specific amount that the PI Trust has approved following the Claims Determination Process as to any Talc Claim.

4. "Bar Date Order" means the *Order (I) Establishing Deadlines for (A) Submitting Proofs of Claim and (B) Requests for Payment Under Bankruptcy Code Section 503(b)(9), (II) Approving the Form, Manner and Notice Thereof, and (III) Granting Related Relief*, Docket No. 688.

5. "Claim Submission Form" means the claim submission in form approved by the Trustee for review and liquidation of Talc Claims as described at Section 3.2 of the TDP.

6. "Claimant" means any holder of a Talc Claim, including in their capacity as successor, or authorized representative of an IP.

7. "Claims Materials" means materials suitable and efficient for the Trustee to substantiate a Talc Claim of any Claimant with the PI Trust.

8. "Claims Determination Process" means the process by which each Talc Claim is reviewed, including determining whether a Talc Claim is eligible or ineligible for payment and, if eligible, the amount approved for payment.

9. "Debtor Cosmetic Talc Exposure" means exposure (a) to a talc-containing, allegedly asbestos-contaminated powdered cosmetic product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors or for which the Debtors otherwise have legal responsibility, or (b) to conduct for which the Debtor has legal responsibility that exposed the Claimant to a talc-containing, allegedly asbestos-contaminated powdered cosmetic product.

10. "Debtors" means Revlon, Inc. *et al.*, debtors in jointly administered chapter 11 lead case no. 22-10760-(DSJ) (Bankr. S.D.N.Y.). A complete list of debtor entities is available on the website of Revlon Inc.'s claims and noticing agent at https://cases.ra.kroll.com/Revlon.

11. "Dependents Factor" means the Adjustment Factor pertaining to the IP's spouse or other dependents, including minor children, adult disabled dependent children, and dependent minor grandchildren, as set forth in Section 3.3.2.2 of the TDP.

12. "Deficient Claim" means a Talc Claim in respect of which the Trustee has not been provided documents or information sufficient to evaluate or approve the Claim.

13. "Disallowed Claim" means a Talc Claim that has been disallowed and on account of which the Claimant shall not receive a distribution from the Trust.

14. "Economic Loss Factor" means the Adjustment Factor pertaining to the IP's economic loss related to lost earnings, pension, social security, home services, medical expenses, and funerary expenses in connection with the IP's allegedly asbestos-contaminated talc-related malignancy, as set forth in Section 3.3.2.3 of the TDP.

15. "Extraordinary Claim" means a Talc Claim arising from regular and routine Debtor Cosmetic Talc Exposure comprising 90% or more of the IP's Total Talc Exposure, and no Non-Talc Asbestos-Containing Product Exposure, entitling the holder of such Extraordinary Claim to up to two times the TDP Matrix Value for MCL 1, as set forth in Section 3.3.1.7.

16. "Final Determination" means an Approved Claim Amount that has been accepted by the Claimant.

17. "Individual Review" means the Talc Claim review process set forth in Section 3.3.3 of the TDP.

18. "IP" means the party injured by exposure to allegedly asbestos-contaminated talc in connection with any Talc Claim.

19. "IP Age" means the earlier of (i) the date of the IP's first diagnosis of allegedly asbestos-contaminated talc-related malignancy or (ii) the date of death of the IP.

20. "Linking Report" means a report by a qualified expert establishing talc exposure as the cause of the IP's alleged malignancy.

21. "Matrix Review" means the review and valuation of Talc Claims in accordance with the schedule set forth in Section 3.3.1.7.

22. "Maximum Value" means the highest permissible TDP Matrix Value for a Talc Claim as pertaining to such Talc Claim's MCL.

23. "MCL" means Mesothelioma Compensation Level; the two compensation levels for Matrix Review of Talc Claimants as set forth at Section 3.3.1.6 of the TDP.

24. "Medical/Exposure Criteria" means the medical and exposure requirements pertaining to each MCL as set forth at Sections 3.3.1.6 and 3.3.1.7 of the TDP.

25. "Mesothelioma Compensation Level" means MCL.

26. "Non-Debtor Cosmetic Talc Exposure" means exposure to talc-containing powdered cosmetic products that is not Debtor Cosmetic Talc Exposure.

27. "Non-Talc Asbestos-Containing Product Exposure" means the entirety of the IP's exposure to non-talc asbestos products.

28. "Payment Percentage" means the pro rata payment percentage to be applied to all Final Determinations, based on the Trustee's estimate of the PI Trust's assets and liabilities, if any, as well as the then-estimated value on account of all Final Determinations.

29. "PI Trust" means the Revlon Talc Personal Injury Liquidating Trust.

30. "Plan" means the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, filed February 21, 2023 [Docket No. 1507] (as it may be amended or modified).

31. "Pre-Petition Settled Claim" means a Talc Claim liquidated by a Pre-Petition Settlement Agreement.

32. "Pre-Petition Settlement Agreement" means a settlement agreement liquidating a Talc Claim that was fully executed on or before June 15, 2022.

33. "Scheduled Values" means the liquidated values of each MCL as set forth at Section 3.3.1.7 of the TDP.

34. "Settlement Value" means the liquidated amount of a Talc Claim pursuant to a Pre-Petition Settlement Agreement.

35. "TAC" means the Trust Advisory Committee of the PI Trust, as defined in the Trust Agreement.

36. "Talc Claims" means Talc Personal Injury Claims, as such term is defined in the Plan.

37. "TDP" means the Trust Distribution Procedures of the Revlon Talc Personal Injury Liquidating Trust, as may be amended, modified, or supplemented from time to time, as defined in the Trust Agreement.

38. "TDP Matrix Value" means, for any Talc Claim subject to Matrix Review, the Scheduled Value multiplied by the Adjustment Factors.

39. "Total Talc Exposure" means the entirety of the IP's exposure to talc-containing allegedly asbestos-contaminated powdered cosmetic products in connection with a Talc Claim.

40. "Trust Agreement" means the Revlon Talc Personal Injury Liquidating Trust Agreement executed in connection with the Plan.

41. "Trustee" means the trustee of the PI Trust, as defined in the Trust Agreement.

Exhibit K-2

Blackline comparison to
PI Claims Distribution Procedures as filed on March 16, 2023

REVLON TALC PERSONAL INJURY LIQUIDATING TRUST DISTRIBUTION PROCEDURES

TABLE OF CONTENTS

REVLON TALC PERSONAL INJURY LIQUIDATING TRUST DISTRIBUTION PROCEDURES

The Trust Distribution Procedures of the Revlon Talc Personal Injury Liquidating Trust contained herein set forth procedures for resolution of Talc Personal Injury Claims, as defined in and to the extent provided in connection with the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, filed February 21, 2023 [Docket No. 1507] (as it may be amended or modified), as provided in the Revlon Talc Personal Injury Liquidating Trust Agreement.[1] The Trustee of the PI Trust shall implement and administer this TDP in consultation with the Trust Advisory Committee in accordance with the Trust Agreement.[2]

[1] Capitalized terms used, but not defined herein, shall have the meaning ascribed to them in the Trust Agreement or Plan, as applicable.

[2] This TDP is established solely to implement the Plan and Plan Settlement. Nothing in this TDP or any other Definitive Document is intended to be, nor shall it be construed as, an admission by the Debtors as to any Talc Claim, nor shall any Definitive Document, including this TDP, or any component thereof be admissible as evidence of, or have any *res judicata*, *collateral estoppel*, or other preclusive or precedential effect regarding, (i) any alleged asbestos contamination in any product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors or for which the Debtors otherwise have legal responsibility, or (ii) any liability of the Debtors, or the amount of any alleged liability, in respect of any personal injury actually or allegedly caused by any talc-containing allegedly asbestos-contaminated product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors or for which the Debtors otherwise have legal responsibility. Likewise, no decision of the Trustee or TAC to approve or make any distribution upon any Talc Claim shall be admissible as evidence of, or have any *res judicata*, *collateral estoppel*, or other preclusive or precedential effect regarding, liability to be imposed against Revlon, Inc., its Affiliates, or any other entity other than the PI Trust. The order of the Bankruptcy Court confirming the Plan shall constitute findings and orders with regard to the foregoing paragraph.

SECTION I

INTRODUCTION

1.1. Purpose. This TDP has been adopted pursuant to the Trust Agreement. The purpose of this TDP is to provide fair, equitable and substantially similar treatment for and among each holder of a Talc Claim (a "**Claimant**") in an efficient manner. To achieve maximum fairness and efficiency, this TDP is founded on the following principles:

(a) Objective eligibility criteria;

(b) Clear and reliable proof requirements;

(c) Administrative transparency;

(d) Rigorous review processes that generate consistent outcomes regardless of the asserted amount of the Talc Claim; and

(e) Independence of the Trustee and the Trust's professionals.

SECTION II

PAYMENT OF TALC CLAIMS

2.1. Claims Liquidation Procedures. The PI Trust shall take all reasonable steps to resolve Talc Claims as efficiently and expeditiously as possible at each stage of claims processing.

2.2. Initial Distribution. The Trustee intends to make only a single distribution to all or substantially all holders of eligible Talc Claims with Final Determinations at the end of the Claims Determination Process for all eligible Talc Claims; provided, however, if the Trustee determines to proceed to a distribution on account of substantially all holders of eligible Talc Claims with Final Determinations, the Trustee shall establish adequate reserves for Talc Claims that have not yet received a Final Determination. Notwithstanding any provision in the Trust Agreement, the Plan or the Confirmation Order to the contrary, the Trustee, in the Trustee's sole discretion, may decline to make any distribution of $100 or less, due to the economic inefficiency of making a distribution of such a *de minimis* amount.

2.3. Application of Payment Percentage. At the end of the Claims Determination Process for all or substantially all holders of eligible Talc Claims with Final Determinations, the Trustee shall set a payment percentage to be applied to all Final Determinations, based on his or her estimate of the PI Trust's assets and liabilities, if any, as well as the then-estimated value on account of all Final Determinations (the "**Payment Percentage**"). Each Claimant with a Final Determination will receive a distribution from the PI Trust equal to his or her Final Determination multiplied by the Payment Percentage, in each case in accordance with Section 2.4 hereof.

2.4. Requirement of Release. The PI Trust shall make payment of the Payment Percentage on account of a Final Determination to a Claimant (or such Claimant's counsel on account of such Claimant) only after the PI Trust has received a properly executed release from the Claimant in the form attached hereto as Schedule 1, as may be amended in accordance with Section 6.1 hereof or by order of the Bankruptcy Court.

SECTION III

RESOLUTION OF TALC CLAIMS

3.1. Effect of Statutes of Limitation and Repose. All Talc Claims must meet either (i) the applicable federal, state or foreign statute of limitation and repose that was in effect at the time of the filing of the claim in the tort system, in the case of claims first filed in the tort system against the Debtors prior to the Petition Date, or (ii) the applicable federal, state or foreign statute of limitation that was in effect at the time of the filing of a proof of claim in the Debtors' Chapter 11 Cases, in the case of claims not filed against the Debtors in the tort system prior to the Petition Date. Notwithstanding the foregoing, the relevant statute of limitation shall be deemed tolled, with respect to a Claimant, as of the earliest of: (A) the actual filing by such Claimant of the claim against the Debtors prior to the Petition Date, whether in the tort system or by submission of the claim to the Debtors pursuant to an administrative settlement agreement; (B) the date provided by an agreement or otherwise, by the Debtors and such Claimant, prior to the Petition Date for the tolling of the claim against the Debtors, provided such tolling was still in effect on the Petition Date; or (C) the Petition Date.

If a Talc Claim meets any of the tolling provisions described in the preceding sentence and the claim was not barred by the applicable federal, state or foreign statute of

limitation at the time of the tolling event, it shall be treated as a timely filed Talc Claim (i) if it was timely filed in accordance with the Bar Date Order, or (ii) upon entry of an Order of the Bankruptcy Court, following notice to interested parties including but not limited to the Trustee and the Reorganized Debtors, permitting such Talc Claim to be deemed timely filed for the purposes of this TDP.

3.2. Resolution Process. Within three (3) months after the Effective Date, the Trustee shall adopt written procedures for reviewing and liquidating Talc Claims pursuant to this TDP. Such procedures shall require Claimants to file a claim submission in form approved by the Trustee (the "**Claim Submission Form**"), together with the required supporting documentation, in accordance with the provisions of Sections 4.1 and 4.2 below, not later than a date to be determined by the Trustee in consultation with the TAC, which date shall be no less than four (4) months after the Effective Date. It is anticipated that the PI Trust shall provide an initial response to the Claimant within one hundred eighty (180) days of receiving the Claim Submission Form.

The Claim Submission Form shall require the Claimant to elect either Matrix Review in accordance with Section 3.3.1.7 or, if ineligible for Matrix Review, Individual Review in accordance with Section 3.3.3. The Claim Submission Form shall require a Claimant electing Matrix Review to assert his or her Talc Claim for the highest Mesothelioma Compensation Level ("**MCL**") for which the Talc Claim qualifies at the time of filing.

Notwithstanding a Claimant's timely filing of a Talc Claim pursuant to Section 3.1 hereof, if a Claimant does not submit a completed Claim Submission Form prior to the deadline set by the Trustee, the Claimant's claim shall be disallowed (a "**Disallowed Claim**"); provided, however, the Trustee shall have the discretion to waive any deficiency

of any Claim Submission Form that the Trustee determines in his or her discretion to be appropriate for an extended Claim Submission Form deadline. For the avoidance of doubt, no more than one Talc Claim may be asserted on behalf of any IP, and the Trustee shall have the discretion to disallow any Talc Claim or portion thereof that is duplicative of another Talc Claim asserted on behalf of any IP.

3.3. Talc Claims Determination Process

3.3.1 Review Process.

3.3.1.1 In General. This TDP will govern the process by which each Talc Claim is reviewed, including determining whether a Talc Claim is eligible or ineligible for payment and, if eligible, the amount approved for payment (the "**Claims Determination Process**"). After the Trust has fully evaluated a Talc Claim, the Trust will issue a notice to the Claimant explaining the review result. If the Talc Claim has been approved and is eligible for payment, then the notice will include the specific amount that the Trust has approved (the "**Approved Claim Amount**"). If the Claimant accepts the Approved Claim Amount, it becomes the final determination of the Talc Claim (the "**Final Determination**"). If the Talc Claim is missing documents or information required for the Trust to fully evaluate the Talc Claim (a "**Deficient Claim**"), the notice will explain what is required and provide a timeline within which the Claimant may resolve the deficiencies. If the Talc Claim is ineligible for payment from the PI Trust pursuant to this TDP, the notice will explain the reason(s) that the Talc Claim is ineligible and deemed a Disallowed Claim.

3.3.1.2 Pre-Petition Settled Claims. The Claim Submission Form shall permit Claimants to submit a Talc Claim subject to a settlement agreement with the Debtors that was fully executed on or before June 15, 2022 (respectively, a "**Pre-Petition Settled Claim**" and a "**Pre-Petition Settlement Agreement**").

3.3.1.3 A Claimant with a Pre-Petition Settled Claim may elect the Approved Claim Amount to be (i) the unpaid amount agreed to in the Pre-Petition Settlement Agreement (the "**Settlement Value**"), or alternatively, (ii) the "**TDP Matrix Value**". If the Claimant elects the Approved Claim Amount to be the TDP Matrix Value rather than the Settlement Value, the Claimant shall be bound by the MCL either (x) as identified in the Pre-Petition Settlement Agreement or, (y) if not so identified in the Pre-Petition Settlement Agreement, as asserted by the Claimant in writing in litigation or negotiations with the Debtors; provided, however, in the case of either (x) or (y) such Claimant shall be required to satisfy the Medical/Exposure Criteria set forth for Matrix Review in this TDP, including in accordance with Section 3.3.1.7 hereof. For the avoidance of doubt, for Claimants with a Pre-Petition Settled Claim electing a TDP Matrix Value, any applicable Adjustment Factors shall be applied as of the date of the Trustee's review of the Talc Claim.

3.3.1.4 A Claimant with a Pre-Petition Settled Claim that cannot demonstrate assertion of an MCL in accordance with Section 3.3.1.3 ~~may elect either the~~shall be bound by such Settlement Value~~ or TDP Matrix Value by satisfying the Medical/Exposure Criteria for any MCL set forth in this TDP~~.

3.3.1.5 Notwithstanding the foregoing, a Claimant asserting a Pre-Petition Settled Claim, who is determined by the PI Trust not to have a qualifying Pre-Petition Settled Claim, may nevertheless proceed with a Talc Claim in accordance the procedures set forth in this TDP for Talc Claims that are not Pre-Petition Settled Claims.

3.3.1.6 Matrix Review: MCLs, Scheduled Values and Medical/Exposure Criteria. Claimants with Talc Claims in connection with malignant mesothelioma diagnosis shall be eligible for Matrix Review. The Matrix Review of this TDP establishes a schedule of two talc-related "**MCLs**" for Claimants in connection with a malignant mesothelioma diagnosis of the Claimant's injured party ("**IP**"); each MCL has "**Medical/Exposure Criteria**" and "**Scheduled Values**." For the avoidance of doubt, a Talc Claim of an IP with more than extremely nominal Non-Talc Asbestos-Containing Product Exposure (as determined by the Trustee in his or her sole discretion) is not eligible for compensation from the PI Trust under this TDP and shall be deemed a Disallowed Claim.

3.3.1.7 "**Matrix Review**" shall mean the review and valuation of Talc Claims in accordance with the schedule set forth in this Section 3.3.1.7; the Scheduled Value, subject to modification for "Adjustment Factors" as set forth in Section 3.3.2, shall be the Approved Claim Amount. The two MCLs covered by this TDP, together with the Medical/Exposure Criteria and the Scheduled Values for each, are set forth below.

MCL	SCHEDULED VALUE	MAXIMUM VALUE	MEDICAL/EXPOSURE CRITERIA
Level 1	$350,000	$700,000	(1) Diagnosis of malignant mesothelioma; (2) At least three years of regular and routine Debtor Cosmetic Talc Exposure; Debtor Cosmetic Talc Exposure comprises 50-100% of Total Talc Exposure. (3) Subject to 75% reduction in Matrix Value for extremely nominal Non-Talc Asbestos-Containing Product Exposure.

Level 2	$50,000	$100,000	(1) Diagnosis of malignant mesothelioma; (2) At least three years of regular and routine Debtor Cosmetic Talc Exposure; Debtor Cosmetic Talc Exposure comprises less than 50% of Total Talc Exposure. (3) Subject to 75% reduction in Matrix Value for extremely nominal Non-Talc Asbestos-Containing Product Exposure.

An "**Extraordinary Claim**" shall require regular and routine Debtor Cosmetic Talc Exposure comprising 90% or more of the IP's Total Talc Exposure, and no Non-Talc Asbestos-Containing Product Exposure. Such Extraordinary Claim shall be entitled to up to two times the TDP Matrix Value for MCL 1 (for the avoidance of doubt, the TDP Matrix Value shall include the application of all Adjustment Factors, but shall not exceed the Maximum Value, provided that an Extraordinary Claim may receive a TDP Matrix Value up to two times greater than the Maximum Value for MCL 1). For the avoidance of doubt, a Talc Claim of an IP with more than extremely nominal Non-Talc Asbestos-Containing Product Exposure (as determined by the Trustee in his or her sole discretion) is not eligible for compensation from the PI Trust under this TDP and shall be deemed a Disallowed Claim.

3.3.2 Adjustment Factors to Scheduled Values.

The Trustee shall determine the Approved Claim Amount based on the determination of the Claimant's appropriate Scheduled Value pursuant to section 3.3.1.7 above and additionally Adjustment Factors. Adjustment Factors shall be with respect to the IP.

Adjustment Factors shall be (i) Age Factor, (ii) Dependents Factor, and (iii) Economic Loss Factor. Adjustment Factors shall be a multiplier of the Claimant's Scheduled Value; after the multiplier(s), the Approved Claim Amount shall be the lesser of (i) the product of the Scheduled Values and Adjustment Factors and (ii) the Maximum Value.

3.3.2.1 Age Factor

The Trustee will determine the Age Factor based on the earlier of the IP's first diagnosis of talc-related malignancy and the IP's death date (the "**IP Age**"). The Trustee will assign an Age Factor in the following manner:

Age Factor	**Age**
0.5	Over 80 years old
0.75	71-80 years old
1.0	65-70 years old
1.25	46-64 years old
1.5	45 years old or under

3.3.2.2 Dependents Factor

The Trustee will determine a "**Dependents Factor**" based on the IP's dependents (including spouses, minor children, adult disabled dependent children, and dependent minor grandchildren) in the following manner:

Dependents Factor	**Dependents**
0.5	No dependents
0.75	No spouse, other dependents
1.0	Spouse, no other dependents

1.25	Spouse and other dependents

3.3.2.3 Economic Loss Factor

Claimants may elect (but are not required) to document economic losses related to the IP's loss of earnings, pension, social security, home services, medical expenses, and funerary expenses. Subject to review and substantiation of such documents, the Trust will assign an "**Economic Loss Factor**" in the following manner:

Economic Loss Factor	**Documented Economic Loss**
1.0	<$200,000
1.0 + .001 for every thousand dollars of economic loss above $200,000, up to $450,000	$200,000 - $450,000
1.25	>$450,000

3.3.3 Individual Review.

In lieu of Matrix Review and Adjustment Factors, a Claimant, either (i) by choice following rejection of the Approved Claim Amount and prior to commencing arbitration pursuant to section 3.5 hereof or (ii) due to ineligibility for Matrix Review, may elect to have an individual review (the "**Individual Review**"). Individual Review shall be mandatory for all Claimants not eligible for Matrix Review due to the absence of a malignant mesothelioma diagnosis. For the avoidance of doubt, a Talc Claim of an IP with more than extremely nominal Non-Talc Asbestos-Containing Product Exposure (as determined by the Trustee in his or her sole discretion) is not eligible for compensation from the PI Trust under this TDP and shall be deemed a Disallowed Claim.

Prior to the commencement of Individual Review, the Trustee shall require the Claimant to provide (i) such additional medical and other evidence deemed appropriate pursuant to Section 3.4 hereof, including evidence relevant to the Adjustment Factors set forth above, which for the avoidance of doubt shall include (i) a "**Linking Report**" of a qualified expert concerning the causes of the IP's injury, and (ii) a non-refundable commencement fee of $50. In the event an Individual Review results in an Approved Claim Award and a Final Determination, the Trustee shall add $50 to the amount to be disbursed to the Claimant pursuant to Section 2.4 as a rebate of such commencement fee.

3.4. Evidentiary Requirements.

3.4.1 Evidence.

3.4.1.1 In General. All diagnoses of a talc-related malignancy, whether or not relating to asbestos contamination, shall be based upon either (i) a physical examination of the IP by the physician providing the diagnosis of the talc-related or asbestos-related disease, or (ii) a diagnosis of such malignancy by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations. All diagnoses of a malignancy shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date of first exposure to allegedly asbestos-contaminated talc or talc-containing products and the diagnosis, or (ii) a history of the IP's exposure.[3]

3.4.1.2 Pre-Petition Claimant Submissions. If a Claimant with a Talc Claim arising from a claim that was filed against the Debtors or any other defendant in the tort system prior to the Petition Date has available a report of a diagnosing physician engaged by the Claimant or his or her counsel who conducted a physical examination of the IP as described in Section 3.4.l.1, or if the Claimant has filed such medical evidence and/or a diagnosis of the talc-related disease by a physician not engaged by the Claimant or his or her counsel who conducted a physical examination of the Claimant with another talc-related personal injury settlement trust that requires such evidence, without regard to whether the Claimant or counsel engaged the diagnosing physician, the Claimant shall provide such medical evidence to the PI Trust.

[3] All diagnoses of mesothelioma shall be presumed to be based on findings that the disease involves a malignancy. However, the Trust may rebut such presumptions.

3.4.1.3 Credibility of Medical Evidence. Before making any payment to a Claimant, the PI Trust must have reasonable confidence that the medical evidence provided in support of the Talc Claim is credible and consistent with recognized medical standards. ~~The~~To the extent consistent with recognized medical standards, the PI Trust may (i) require the submission of X-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence (for the avoidance of doubt, this clause (i) does not apply to reliable medical evidence of a diagnosis of mesothelioma), and (ii) may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. Medical evidence that is (i) ~~that is~~ of a kind shown to have been received in evidence by a state or federal judge at trial, (ii) ~~that is~~ consistent with evidence submitted to the Debtors to settle for payment similar disease cases prior to the Debtors' bankruptcy, or (iii) ~~that is~~ a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the talc-related disease in question before a state or federal judge, is presumptively reliable, although the PI Trust may rebut the presumption. In addition, Claimants who otherwise meet the requirements of this TDP for a Final Determination shall be paid in accordance with this TDP regardless of the results in any litigation at any time between the Claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system, other than any findings of fact, a verdict, or a judgment, involving another defendant may be used by either the Claimant or the PI Trust in the Claims Determination Process of any Talc Claims under this TDP.

3.4.2 Exposure Evidence.

3.4.2.1 In General. As set forth in Section 3.3.3 above, to qualify for any MCL or Approved Claim Amount through Individual Review, the Claimant must demonstrate a minimum exposure to talc-containing products, or to conduct that exposed the Claimant to a talc-containing allegedly asbestos-contaminated product, for which the Debtors have liability. Any claim based on conspiracy theories that involve no exposure to a talc-containing allegedly asbestos-contaminated product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors are not compensable under this TDP. To meet the exposure requirements set forth in Section 3.3.1 above, the Claimant must show Debtor Cosmetic Talc Exposure as defined in Section 3.4.2.2 below.

3.4.2.2 Debtor Cosmetic Talc Exposure. The Claimant must demonstrate meaningful and credible evidence of (a) exposure of the IP to a talc-containing cosmetic product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors or for which the Debtors otherwise have legal responsibility, or (b) conduct for which the Debtor has legal responsibility that exposed the IP to such talc-containing cosmetic product (in either case, "**Debtor Cosmetic Talc Exposure**"). That meaningful and credible exposure evidence may be established by an affidavit or sworn statement of the IP, by an affidavit or sworn statement of a family member in the case of a deceased or incapacitated IP (providing the PI Trust finds such evidence reasonably reliable), or by other credible evidence.

3.4.2.3 Non-Debtor Exposure. The ~~Claimant's submission of such meaningful and credible exposure evidence shall also include the Claimant's~~Claim Submission Form may require that a Claimant include an estimation of all ~~other exposure~~Non-Debtor Cosmetic Talc Exposure of the IP to talc, asbestos and asbestos-containing products known to cause the malignancy for which the IP has been diagnosed.

3.4.2.4 Non-Talc Asbestos-Containing Product Exposure. The specific exposure information required by the PI Trust to review a Talc Claim shall be set forth on the Claim Submission Form. The PI Trust can also require submission of other or additional evidence of exposure, and may seek and review evidence from additional sources, when it deems such to be necessary to assess the entirety of the IP's exposure to talc, asbestos, and related products in connection with a Talc Claim against the Debtors.

Evidence submitted by a Claimant to establish proof of Debtor Cosmetic Talc Exposure is for the sole benefit of the PI Trust, not third parties or defendants in the tort system. The PI Trust has no need for, and therefore Claimants are not required to furnish the PI Trust with evidence of, exposure to specific allegedly asbestos-contaminated talc or talc-containing products other than those for which the Debtors have legal responsibility, except to the extent such evidence is required elsewhere in this TDP. Similarly, failure to identify Debtors' products in the Claimant's underlying tort action, or to other bankruptcy trusts, does not preclude the Claimant from having an eligible Talc Claim under this TDP, provided the Claimant satisfies the medical and exposure requirements of this TDP.

3.5. Right to ~~Arbitration~~Alternative Dispute Resolution. The Trustee, with the consent of the TAC, shall develop and adopt "**ADR Procedures**," which shall provide for binding arbitration to resolve disputes ~~concerning (a)~~for which the relevant parties cannot otherwise reach a resolution. ADR Procedures shall apply only with respect to (a) the amount of the Approved Claim Amount, and/or (b) whether the IP's medical condition or exposure history meets the requirements of this TDP for purposes of categorizing a claim~~, and shall allocate~~; the costs of ~~such resolution to~~the ADR Procedures shall be allocated by the arbitrator between the Claimant and the Trust. The ADR Procedures may be modified by the Trust, with the consent of the TAC, and subject to the procedures and requirements for amendment of this TDP set forth in Section 6.1 hereof. Not later than one (1) month following the Trustee's issuance of an Approved Claim Amount for any Talc Claim, the Claimant may request arbitration pursuant to the ADR Procedures. The decision of the arbitrator after arbitration shall be final and any Approved Claim Amount determined by the arbitrator (which may be zero) shall be treated in accordance with Section 3.3.1.1 hereof.

In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 3.4 above. In an arbitration involving any such claim, the Trustee shall not offer into evidence or describe any model or assert that any information generated by the model has any evidentiary relevance or should be used by the arbitrator in determining the presumed correct liquidated value in the arbitration. The underlying data that was used to create the model may be relevant and may be made available to the arbitrator but only if provided to the Claimant or his or her counsel ten days prior to the arbitration proceeding. The Claimant and his or her counsel may use the data that is provided by the Trust in the arbitration and shall agree to otherwise maintain the confidentiality of such information.

SECTION IV

CLAIMS MATERIALS

4.1. Claims Materials. The Trustee shall prepare suitable and efficient "**Claims Materials**" for all Talc Claims and shall make available such Claims Materials to Talc Claimants.

4.2. Content of Claims Materials. The Claims Materials shall include a copy of this TDP, such instructions as the Trustee shall approve, and a detailed Claim Submission Form. The Claim Submission Form shall require the Claimant to either (i) assert the highest MCL for which the Talc Claim qualifies at the time of filing under Matrix Review or (ii) if ineligible for Matrix Review, request Individual Review. The Claim Submission Form shall also include a certification by the Claimant or his or her attorney sufficient to meet the requirements of Rule l l(b) of the Federal Rules of Civil Procedure, as if the completed Claim Submission Form were a filing subject to that rule.

4.3. Withdrawal of Claims. Except for (a) Talc Claims held by representatives of deceased or incompetent individuals for which court or probate approval of the PI Trust's offer is required and (b) Talc Claims subject to potential or pending dispute or entry of a binding award pursuant to Section 3.5 hereof, a Talc Claim shall be deemed to have been withdrawn and shall be deemed a Disallowed Claim if the Claimant does not accept the PI Trust's Approved Claim Amount.

4.4. Confidentiality of Claimants' Submissions. All submissions to the PI Trust by a Claimant, including the Claim Submission Form and materials related thereto, are intended by the parties to be confidential. The PI Trust will preserve the confidentiality of such Claimant submissions, and shall disclose the contents thereof only with the permission

of the Claimant to such other persons as authorized by the Claimant, or in response to a valid subpoena of such materials issued by the Bankruptcy Court or any other court of competent jurisdiction. Furthermore, the PI Trust shall provide counsel for the Claimant of the applicable Talc Claim a copy of any such subpoena upon being served. The PI Trust shall, on its own initiative, or upon request of the Claimant in question, take all necessary and appropriate steps to preserve any privileges. On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the affairs of the PI Trust by the Trustee, the Trustee shall arrange for the proper destruction of all documents and records submitted by Claimants.

SECTION V

GENERAL GUIDELINES FOR LIQUIDATING AND PAYING CLAIMS

5.1. Showing Required. To establish an eligible Talc Claim, a Claimant must meet the requirements set forth in this TDP.

5.2. Costs Considered. Notwithstanding any provisions of this TDP to the contrary, the Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid Talc Claims and other transactions costs of the PI Trust so that administration of the PI Trust is not impaired by such processes with respect to issues related to the validity of the medical evidence supporting a Talc Claim. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any Talc Claim against the PI Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be unreliable.

5.3. Third-Party Services. Nothing in this TDP shall preclude the PI Trust from contracting with another talc claims resolution organization to provide services to the PI Trust so long as decisions about the categorization and liquidated value of Talc Claims are based on the relevant provisions of this TDP, including the MCLs, Scheduled Values and Medical/Exposure Criteria set forth above.

5.4. Punitive Damages. In no circumstance shall the Trustee assign any Talc Claim value for any punitive damages, exemplary damages, statutory enhanced damages, or attorneys' fees or costs (including statutory attorneys' fees and costs) and any Talc Claim for such amounts shall be deemed a Disallowed Claim.

SECTION VI

MISCELLANEOUS

6.1. Amendments. Except as otherwise provided in this TDP or the Trust Agreement, with the consent of the TAC, the Trustee may amend, modify, delete, or add to any provisions of this TDP (including, without limitation, amendments to conform this TDP to advances in scientific or medical knowledge or other changes in circumstances), provided that (i) permission of the Bankruptcy Court shall be required to amend the methodology for valuing Talc Claims in Matrix Review, including but not limited to the Scheduled Values, MCLs, Medical/Exposure Criteria, or Adjustment Factors; (ii) the Trustee must obtain the unanimous consent of the TAC prior to making or seeking Bankruptcy Court authority for any amendment, modification, deletion or addition to this TDP; (iii) the Trustee shall provide at least ten (10) business days' written notice to the Reorganized Debtors prior to making any amendment, modification, deletion or addition to this TDP, and shall obtain the consent of the Reorganized Debtors for any amendment, modification, deletion or addition

that the Reorganized Debtors reasonably determine affects, directly or indirectly, any right, duty, immunity, interest or liability of the Reorganized Debtors; and (iv) such amendments, modifications, deletions, or additions shall not contravene the Plan or Confirmation Order.

6.2. Severability. Should any provision contained in this TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this TDP.

6.3. Governing Law. This TDP shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without regard to any choice of law rules.

6.4. Extensions of Time. Upon written request, the Trustee may in his or her discretion grant extensions of time for any time deadline or time limit identified herein to any Claimant.

SCHEDULE 1
RELEASE AND INDEMNITY AGREEMENT

REVLON TALC PERSONAL INJURY LIQUIDATING TRUST

RELEASE AND INDEMNITY AGREEMENT

NOTICE: THIS IS A BINDING DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE CONSULT YOUR ATTORNEY IN CONNECTION WITH EXECUTING THIS DOCUMENT. IF YOU DO NOT PRESENTLY HAVE AN ATTORNEY, YOU MAY WISH TO CONSIDER CONSULTING ONE.

All capitalized terms not defined herein shall have the respective meanings ascribed to them in either (i) *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1507], as the same may be amended or modified from time to time (the "Plan") filed in Bankruptcy Case No. 22-10760 (DSJ) before the United States Bankruptcy Court for the Southern District of New York, confirmed by order on [•] [Docket No. [•] (the "Confirmation Order") or (ii) the Trust Distribution Procedures of the Revlon Talc Personal Injury Liquidating Trust (the "TDP") filed as a supplement to the Plan.

WHEREAS, the undersigned, who is either the "Injured Party" or the/an "Official Representative"[4] (either being referred to herein as the "Claimant"), has filed a claim (the "Claim") with the Revlon Talc Personal Injury Liquidating Trust (the "PI Trust") pursuant to the TDP filed as part of the Plan, and such Claim asserts a Talc Personal Injury Claim arising out of exposure to talc-containing allegedly asbestos-contaminated products or conduct for which Revlon, Inc., et al (the "Debtors") are alleged to have legal responsibility; and

WHEREAS, the Claimant has agreed to settle and compromise the Injured Party's Claim for and in consideration of the allowance of the Claim by the PI Trust, at a liquidated value of $_____, on account of which the Claimant shall receive distributions pursuant to the Plan and TDP including but not limited to application of the Payment Percentage, and otherwise in accordance with the terms set forth therein and herein.

NOW, THEREFORE, the Claimant hereby agrees as follows:

1. On behalf of the Injured Party, the Injured Party's estate, the Injured Party's heirs, and/or anyone else claiming rights through the Injured Party, now and in the future, the Claimant hereby fully and finally voluntarily, intentionally, knowingly, absolutely, unconditionally, irrevocably, and fully waive, release, remit, acquit, forever discharge, and covenant not to knowingly sue or continue prosecution against the Debtors, the Reorganized Debtors, the PI Trust, the Trust Advisory Committee, and their

[4] The "Official Representative" is the/a person who under applicable state law or legal documentation has the authority to represent the Injured Party, the Injured Party's estate, or the Injured Party's heirs.

respective settlors, trustors, trustees, directors, officers, agents, consultants, financial advisors, servants, employees, attorneys, heirs, executors (collectively the "Releasees") from and with respect to any and all claims, including, but not limited to, all claims as defined in section 101(5) of the Bankruptcy Code, charges, complaints, demands, obligations, causes of action, losses, expenses, suits, awards, promises, agreements, rights to payment, right to any equitable remedy, rights of any contribution, indemnification, reimbursement, subrogation or similar rights, demands, debts, liabilities, express or implied contracts, obligations of payment or performances, rights of offset or recoupment, costs, expenses, attorneys, and other professional fees and expenses, compensation or other relief, and liabilities of any nature whatsoever whether present or future, known or unknown, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, absolute or contingent, direct or derivative and whether based on contract, tort, statutory, or any other legal or equitable theory of recovery (the "Released Claims"), arising from, relating to, resulting from or in any way connected to, in whole or in part, the Claimant's Talc Personal Injury Claim, the Releasees' duties and responsibilities under the Trust Agreement, including any agreement, document, instrument or certification contemplated by the Trust Agreement, the TDP, the Plan, the formulation, preparation, negotiation, execution or consummation of the Trust Agreement, the TDP or the Plan, and any and all other orders of any court of competent jurisdiction relating to the Releasees and/or their duties and responsibilities, from the beginning of time through the execution date of this Release and Indemnity Agreement (this "Release"). The Claimant covenants and agrees that the Claimant will honor the Release as set forth in the preceding sentence and, further, that the Claimant will not (i) knowingly institute or continue prosecution of a lawsuit or other action against any Releasee based upon, arising out of, or relating to any Released Claims released hereby, (ii) knowingly participate, assist, or cooperate in any such action, or (iii) knowingly encourage, assist and/or solicit any third party to institute any such action.

2. Without limiting the foregoing, and notwithstanding anything to the contrary herein, the Release shall not apply in favor of the PI Trust as to the Claimant's right to payment of the Claimant's allowed Talc Personal Injury Claim, solely as provided through the Plan and TDP and as set forth in paragraph 7 below.

3. The Claimant intends this Release and Indemnity Agreement to be as broad and comprehensive as possible so that the Releasees shall never be liable, directly or indirectly, to the Injured Party or the Injured Party's heirs, legal representatives, successors or assigns, or any other person or entity claiming by, through, under, or on behalf of the Injured Party, for or on account of any Released Claim, except as expressly provided herein, whether the same is now known or unknown or may now be latent or may in the future appear to develop, including all spousal claims for the Injured Party's claims. If the Claimant is an Official Representative, the Claimant represents and warrants that the Claimant has all requisite legal authority to act for, bind and accept payment on behalf of the Injured Party and all heirs of the Injured Party on account of any Released Claim and hereby agrees to indemnify and hold harmless, to the extent of payment hereunder, excluding attorney's fees and costs, the Releasees from any loss,

cost, damage, or expense arising out of or in connection with the rightful claim of any other Entity to payments with respect to the Injured Party's Released Claim.

4. This Release and Indemnity Agreement is not intended to bar any cause of action, right, lien, or claim that the Claimant may have against any alleged tortfeasor other than the Releasees. It is expressly not intended to bar any cause of action, right, lien or claim that the Claimant may have against any insurer of the Releasees or any commercial counterparties thereof engaged in the manufacturing, distribution or sale of materials alleged to have caused harm to the Claimant.[5] The Claimant hereby expressly reserves all his or her rights against such persons or entities. This Release and Indemnity Agreement is not intended to release or discharge any Talc Personal Injury Claim or potential Talc Personal Injury Claim that the Injured Party's heirs (if any), spouse (if any), the Official Representative (if any) or the Official Representative's heirs (if any) (other than the Injured Party) may have as a result of their own exposure to allegedly asbestos-contaminated talc or talc-containing products.

5. The Claimant represents and warrants that all Valid Liens,[6] subrogation, conditional payment, and reimbursement claims relating to benefits paid to or on account of the Injured Party in connection with, or relating to, the Claim have been resolved or will be resolved from the net proceeds of the settlement payment to the Claimant under this Release and Indemnity Agreement or from other funds or proceeds to the extent permitted under applicable lien settlement agreements or under applicable law. It is further agreed and understood that no Releasee shall have any liability to the Claimant or any other person or entity in connection with such liens or conditional payment or reimbursement claims and that the Claimant will indemnify and hold the Releasees harmless from any and all such alleged liability as provided in the following sentence. The Claimant will indemnify and hold the Releasees harmless, to the extent of the amount of payment hereunder, excluding attorneys' fees and costs, from any and all liability arising from subrogation, conditional payment, indemnity, or contribution claims related to the Released Claim and from any and all compensation or medical payments due, or claimed to be due, under any applicable law, regulation, or contract related to the Released Claim.

6. It is further agreed and understood that if the Claimant has filed a civil action against the PI Trust, the Claimant shall dismiss such civil action and obtain the entry of an Order of Dismissal with Prejudice with respect to any Released Claim no later than 30 days after the date hereof.

7. The Claimant understands that the Released Claim is being resolved by the PI Trust, and a liquidated value ($_____) has been established for such Claim. The Claimant acknowledges that, pursuant to the TDP, after the liquidated value of the Claim

[5] For the avoidance of doubt, this Release does not include a release with respect to any of the Excluded Parties (as defined in the Plan).

[6] A "Valid Lien" is a lien that is permitted by applicable law and with respect to which the lien holder has taken all steps necessary under the terms of the documents creating the lien and under applicable law to perfect the lien.

is determined pursuant to the procedures set forth in the TDP, the Claimant ultimately shall receive a pro rata share of that value based on the PI Settlement Fund Assets available for the payment of Claims. The Claimant further acknowledges that the Claimant may receive payment in one or more distributions, subject to determination by the Trustee, as provided in the TDP.

8. The Claimant understands, represents, and warrants that this Release and Indemnity Agreement is a compromise of a disputed claim and not an admission of liability by, or on the part of, the Releasees. Neither this Release and Indemnity Agreement, the compromise and settlement evidenced hereby, nor any evidence relating thereto, will ever be admissible as evidence against the PI Trust or other Releasee in any suit, claim, or proceeding of any nature except to enforce this Release and Indemnity Agreement. However, this Release and Indemnity Agreement is and may be asserted by the Releasees as an absolute and final bar to any claim or proceeding now pending or hereafter brought by or on behalf of the Injured Party with respect to the Talc Personal Injury Claim released herein, except as expressly provided in this Release and Indemnity Agreement.

9. The Claimant (a) represents that no judgment debtor has satisfied in full the PI Trust's liability with respect to the Injured Party's Talc Personal Injury Claim as the result of a judgment entered in the tort system, and (b) upon information and belief, represents that the Claimant has not entered into a release (other than this Release and Indemnity Agreement) that discharges or releases the PI Trust's liability to the Claimant with respect to the Injured Party's Talc Personal Injury Claim.

10. The Claimant represents that he or she understands that this Release and Indemnity Agreement constitutes a final and complete release of the Releasees with respect to the Injured Party's Released Claim, except as expressly provided herein. The Claimant has relied solely on his or her own knowledge and information, and the advice of his or her attorneys (if any), as to the nature, extent, and duration of the Injured Party's injuries, damages, and legal rights, as well as the alleged liability of the Releasees and the legal consequences of this Release and Indemnity Agreement, and not on any statement or representation made by or on behalf of the PI Trust or other Releasee.

11. In further consideration of the benefit of a distribution from the PI Trust on account of the Claimant's Talc Personal Injury Claim, as of the date hereof, the Claimant shall indemnify and forever hold harmless, and pay all final judgments, damages, costs, expenses, fines, penalties, interest, multipliers, or liabilities in whatsoever nature, including costs of defense and attorneys' fees of the Releasees arising from the Claimant's failure to comply with the terms of this Release and Indemnity Agreement.

12. This Release and Indemnity Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter hereof between or among any of the parties hereto, including, without limitation, any prior agreements or understandings with respect to the liquidation of the Claim.

13. This Release and Indemnity Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of DELAWARE, without giving effect to the principles of conflicts of law thereof, and shall be binding on the Injured Party and his or her heirs, legal representatives, successors and assigns.

14. TO THE EXTENT APPLICABLE, THE CLAIMANT HEREBY WAIVES ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND ANY SIMILAR LAWS OF ANY OTHER STATE. CALIFORNIA CIVIL CODE SECTION 1542 STATES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTORS.

THE CLAIMANT UNDERSTANDS AND ACKNOWLEDGES THAT BECAUSE OF THE CLAIMANT'S WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, EVEN IF THE INJURED PARTY SHOULD EVENTUALLY SUFFER ADDITIONAL DAMAGES, THE INJURED PARTY WILL NOT BE ABLE TO MAKE ANY CLAIM AGAINST THE RELEASEES FOR THOSE DAMAGES, EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE CLAIMANT ACKNOWLEDGES THAT HE OR SHE INTENDS THESE CONSEQUENCES.

15. The Claimant authorizes payment pursuant to Paragraph 7 to the Claimant or the Claimant's counsel, as agent for the Claimant, if applicable.

16. The Claimant acknowledges that the PI Trust has no obligation to pay the Claimant until the PI Trust receives the executed Release and Indemnity Agreement from the Claimant.

17. The Claimant acknowledges that the PI Trust is not providing any tax advice with respect to the receipt of any distribution on account of the Claimant's Talc Personal Injury Claim or any component thereof, and understands and agrees that the Claimant shall be solely responsible for compliance with all tax laws with respect to such distribution, to the extent applicable. The Claimant additionally hereby represents and certifies to the PI Trust that, in respect of the Claim, the Claimant has paid or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b) and/or 42 U.S.C. § 1396a(a)(25), or any related statutes, rules, regulations, or guidance, in connection with, or relating to, the Claim, including all Medicare and/or Medicaid Secondary Payer-related obligations.

CERTIFICATION

I state that I have carefully read the foregoing Release and Indemnity Agreement and know the contents thereof, and I sign the same as my own free act. I additionally certify, under penalty of perjury, that the information that has been provided to support the Claim is true

according to my knowledge, information, and belief, and further that I have the authority as the Claimant to sign this Release and Indemnity Agreement.

I am: _____ the Injured Party

_____ the Official Representative of the Injured Party, the Injured Party's Estate, or the Injured Party's Heirs.

EXECUTED this ___day of _____ .20___

_____

Signature of the Claimant

Name of the Claimant: _____ SSN:_

Name of the Injured Party if different from the Claimant: _____

_____SSN of the Injured Party if different from the Claimant:_____

SWORN to and subscribed before me this _____ day of _____20__

_____

Notary Public

My commission expires: _____

-OR-

Signatures of two persons unrelated to the Claimant by blood or marriage who witnessed the signing of this Release and Indemnity Agreement

_____ _____

Witness Signature Witness Signature

SCHEDULE 2
DEFINITIONS

1. "Adjustment Factors" means the Adjustment Factors for Matrix Review set forth in Section 3.3.2 of the TDP.

2. "ADR Procedures" means procedures for alternative dispute resolution of certain issues as set forth in Section 3.5 of the TDP.

3. "Approved Claim Amount" means the specific amount that the PI Trust has approved following the Claims Determination Process as to any Talc Claim.

4. "Bar Date Order" means the *Order (I) Establishing Deadlines for (A) Submitting Proofs of Claim and (B) Requests for Payment Under Bankruptcy Code Section 503(b)(9), (II) Approving the Form, Manner and Notice Thereof, and (III) Granting Related Relief*, Docket No. 688.

5. "Claim Submission Form" means the claim submission in form approved by the Trustee for review and liquidation of Talc Claims as described at Section 3.2 of the TDP.

6. "Claimant" means any holder of a Talc Claim, including in their capacity as successor, or authorized representative of an IP.

7. "Claims Materials" means materials suitable and efficient for the Trustee to substantiate a Talc Claim of any Claimant with the PI Trust.

8. "Claims Determination Process" means the process by which each Talc Claim is reviewed, including determining whether a Talc Claim is eligible or ineligible for payment and, if eligible, the amount approved for payment.

9. "Debtor Cosmetic Talc Exposure" means exposure (a) to a talc-containing, allegedly asbestos-contaminated powdered cosmetic product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors or for which the Debtors otherwise have legal responsibility, or (b) to conduct for which the Debtor has legal responsibility that exposed the Claimant to a talc-containing, allegedly asbestos-contaminated powdered cosmetic product.

10. "Debtors" means Revlon, Inc. *et al.*, debtors in jointly administered chapter 11 lead case no. 22-10760-(DSJ) (Bankr. S.D.N.Y.). A complete list of debtor entities is available on the website of Revlon Inc.'s claims and noticing agent at https://cases.ra.kroll.com/Revlon.

11. "Dependents Factor" means the Adjustment Factor pertaining to the IP's spouse or other dependents, including minor children, adult disabled dependent children, and dependent minor grandchildren, as set forth in Section 3.3.2.2 of the TDP.

12. "Deficient Claim" means a Talc Claim in respect of which the Trustee has not been provided documents or information sufficient to evaluate or approve the Claim.

13. "Disallowed Claim" means a Talc Claim that has been disallowed and on account of which the Claimant shall not receive a distribution from the Trust.

14. "Economic Loss Factor" means the Adjustment Factor pertaining to the IP's economic loss related to lost earnings, pension, social security, home services, medical expenses, and funerary expenses in connection with the IP's allegedly asbestos-contaminated talc-related malignancy, as set forth in Section 3.3.2.3 of the TDP.

15. "Extraordinary Claim" means a Talc Claim arising from regular and routine Debtor Cosmetic Talc Exposure comprising 90% or more of the IP's Total Talc Exposure, and no Non-Talc Asbestos-Containing Product Exposure, entitling the holder of such Extraordinary Claim to up to two times the TDP Matrix Value for MCL 1, as set forth in Section 3.3.1.7.

16. "Final Determination" means an Approved Claim Amount that has been accepted by the Claimant.

17. "Individual Review" means the Talc Claim review process set forth in Section 3.3.3 of the TDP.

18. "IP" means the party injured by exposure to allegedly asbestos-contaminated talc in connection with any Talc Claim.

19. "IP Age" means the earlier of (i) the date of the IP's first diagnosis of allegedly asbestos-contaminated talc-related malignancy or (ii) the date of death of the IP.

20. "Linking Report" means a report by a qualified expert establishing talc exposure as the cause of the IP's alleged malignancy.

21. "Matrix Review" means the review and valuation of Talc Claims in accordance with the schedule set forth in Section 3.3.1.7.

22. "Maximum Value" means the highest permissible TDP Matrix Value for a Talc Claim as pertaining to such Talc Claim's MCL.

23. "MCL" means Mesothelioma Compensation Level; the two compensation levels for Matrix Review of Talc Claimants as set forth at Section 3.3.1.6 of the TDP.

24. "Medical/Exposure Criteria" means the medical and exposure requirements pertaining to each MCL as set forth at Sections 3.3.1.6 and 3.3.1.7 of the TDP.

25. "Mesothelioma Compensation Level" means MCL.

26. "Non-Debtor Cosmetic Talc Exposure" means exposure to talc-containing powdered cosmetic products that is not Debtor Cosmetic Talc Exposure.

27. "Non-Talc Asbestos-Containing Product Exposure" means the entirety of the IP's exposure to non-talc asbestos products.

28. "Payment Percentage" means the pro rata payment percentage to be applied to all Final Determinations, based on the Trustee's estimate of the PI Trust's assets and liabilities, if any, as well as the then-estimated value on account of all Final Determinations.

29. "PI Trust" means the Revlon Talc Personal Injury Liquidating Trust.

30. "Plan" means the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, filed February 21, 2023 [Docket No. 1507] (as it may be amended or modified).

31. "Pre-Petition Settled Claim" means a Talc Claim liquidated by a Pre-Petition Settlement Agreement.

32. "Pre-Petition Settlement Agreement" means a settlement agreement liquidating a Talc Claim that was fully executed on or before June 15, 2022.

33. "Scheduled Values" means the liquidated values of each MCL as set forth at Section 3.3.1.7 of the TDP.

34. "Settlement Value" means the liquidated amount of a Talc Claim pursuant to a Pre-Petition Settlement Agreement.

35. "TAC" means the Trust Advisory Committee of the PI Trust, as defined in the Trust Agreement.

36. "Talc Claims" means Talc Personal Injury Claims, as such term is defined in the Plan.

37. "TDP" means the Trust Distribution Procedures of the Revlon Talc Personal Injury Liquidating Trust, as may be amended, modified, or supplemented from time to time, as defined in the Trust Agreement.

38. "TDP Matrix Value" means, for any Talc Claim subject to Matrix Review, the Scheduled Value multiplied by the Adjustment Factors.

39. "Total Talc Exposure" means the entirety of the IP's exposure to talc-containing allegedly asbestos-contaminated powdered cosmetic products in connection with a Talc Claim.

40. "Trust Agreement" means the Revlon Talc Personal Injury Liquidating Trust Agreement executed in connection with the Plan.

41. "Trustee" means the trustee of the PI Trust, as defined in the Trust Agreement.

Exhibit L-1

PI Settlement Fund Agreement

This **Exhibit L** contains the PI Settlement Fund Agreement. Pursuant to Article IV.R of the Plan, on the Effective Date, solely in the event that Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the PI Settlement Fund shall be established in accordance with the terms of the PI Settlement Fund Agreement and the Plan. The PI Settlement Fund Agreement shall be (a) drafted by the Creditors' Committee, (b) in form and substance acceptable to the Debtors and Required Consenting 2020 B-2 Lenders, and (c) in substantially the form included in the Plan Supplement.

The PI Settlement Fund Agreement is in draft form and remains subject to continuing negotiations among Debtors, the Consenting BrandCo Lenders, the Creditors' Committee, and other interested parties with respect thereto.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit L**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

OLD REVCO TALC PERSONAL INJURY LIQUIDATING TRUST

OLD REVCO TALC PERSONAL INJURY LIQUIDATING TRUST AGREEMENT

Dated as of [ ], 2023

Pursuant to the Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code Dated [ ], 2023

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OLD REVCO TALC PERSONAL INJURY LIQUIDATING TRUST AGREEMENT

This Old RevCo Talc Personal Injury Liquidating Trust Agreement (this "**Trust Agreement**"), dated the date set forth on the signature page hereof and effective as of the Effective Date, is entered into pursuant to the Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code [Docket No. [•]] (as may be further amended or modified, the "**Plan**"),[1] in Case No. 22-10760 (DSJ) in the United States Bankruptcy Court for the Southern District of New York ("**Bankruptcy Court**") by Wilmington Trust, National Association (the "**Delaware Trustee**"), the Trustee identified on the signature pages hereof (the "**Trustee**"), and the members of the Trust Advisory Committee identified on the signature pages hereof (the "**TAC**" and, together with the Delaware Trustee and the Trustee, the "**Parties**").[2]

RECITALS

WHEREAS, the Plan contemplates the creation of the Old RevCo Talc Personal Injury Liquidating Trust (provided for and referred to in the Plan as the PI Settlement Fund) (the "**PI Trust**");

WHEREAS, the Confirmation Order has been entered by the Bankruptcy Court;

WHEREAS, pursuant to the Plan, the PI Trust is established to administer distributions to the eligible holders of Class 9(a) Talc Personal Injury Claims ("**Talc Claims**") in accordance with the Plan, the Confirmation Order and this Trust Agreement;

[1] All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Bankruptcy Rules, and such definitions are incorporated herein by reference.

[2] The initial Trustee shall be David J. Gordon, represented by FrankGecker LLP. The initial members of the TAC shall be Maura Kolb, Chris McKean, and Aleksandra Sikorska.

WHEREAS, the Trustee shall administer the PI Trust in accordance with the terms of the Plan, this Trust Agreement and the PI Claims Trust Distribution Procedures (the "**TDP**"), attached hereto as **Exhibit 1**; and

WHEREAS, pursuant to the Plan, the PI Trust is intended to qualify as a "qualified settlement fund" (a "**Qualified Settlement Fund**") within the meaning of Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code ("**IRC**") (the "**QSF Regulations**"). For the avoidance of doubt, the PI Trust is not intended to constitute either (i) a "Section 524(g) trust" within the meaning of the Bankruptcy Code, or (ii) a "grantor trust" within the meaning of Section 1.671- 4(a) of the Treasury Regulations.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

AGREEMENT OF TRUST

1.1 **Creation and Name.** There is hereby created a trust known as the "Old RevCo Talc Personal Injury Liquidating Trust." The Trustee of the PI Trust may transact the business and affairs of the PI Trust in the name of the PI Trust, and references herein to the PI Trust shall include the Trustee acting on behalf of the PI Trust. It is the intention of the Parties that the PI Trust constitutes a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. Section 3801 *et seq.* (the "**Act**") and that this Trust Agreement constitute the governing instrument of the PI Trust. The Trustee and the Delaware Trustee are hereby authorized and directed to execute and

file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as **Exhibit 2**.

1.2 **Purposes**. The purposes of the PI Trust are to

(a) receive the Talc Personal Injury Settlement Distribution (the "**Settlement Consideration**") pursuant to the terms of the Plan and the Confirmation Order;

(b) hold, manage, protect and invest the Settlement Consideration, together with any income or gain earned thereon and proceeds derived therefrom (collectively, the "**Trust Assets**") in accordance with the terms of the Plan, the Confirmation Order, this Trust Agreement and the TDP (the "**Governing Documents**") for the benefit of the Beneficial Owners (as defined herein);

(c) administer, process and resolve Talc Claims pursuant to the TDP;

(d) qualify at all times as a Qualified Settlement Fund within the meaning of QSF Regulations;

(e) engage in any lawful activity that is appropriate and in furtherance of the purposes of the PI Trust to the extent consistent with the Plan, the Confirmation Order and this Trust Agreement; and

(f) make distributions of Trust Assets to eligible holders of Talc Claims in accordance with and subject to the terms of this Trust Agreement, the Plan and the TDP with the objective of treating all eligible holders of Talc Claims fairly, equitably, and reasonably in light of the Trust Assets available to resolve such Talc Claims.

1.3 **Transfer of Assets.** Pursuant to, and in accordance with Article IV.R of the Plan, the PI Trust has received the Settlement Consideration to fund the PI Trust. The Settlement Consideration and any other assets to be transferred to the PI Trust under the Plan will be transferred to the PI Trust free and clear of any liens or other claims by the Debtors, the Reorganized Debtors, any creditor, or other entity. For the avoidance of doubt, the Settlement Consideration transferred to fund the PI Trust shall not include the Retained Preference Actions, provided, however, that the Settlement Consideration shall include an interest in the Retained Preference Action Net Proceeds, as a result of which the PI Trust shall receive a transfer of assets arising in respect of such Retained Preference Action Net Proceeds, if any, in accordance with the terms of the Plan.

1.4 **Acceptance of Assets and Assumption of Liabilities.**

(a) In furtherance of the purposes of the PI Trust, the PI Trust hereby expressly accepts the transfer to the PI Trust of the Settlement Consideration and any other transfers by the GUC Trust from the GUC Trust/PI Fund Operating Reserve contemplated by the Plan in the time and manner as, and subject to the terms, contemplated in the Plan.

(b) In furtherance of the purposes of the PI Trust, except as otherwise provided in this Trust Agreement and the TDP, the PI Trust shall have and retain any and all rights and defenses the Debtors had with respect to any Talc Claim immediately before the Effective Date to the extent necessary to administer such Claims in accordance with this Trust Agreement, the TDP and the Plan.

(c) Notwithstanding anything to the contrary herein, no provision herein or in the TDP shall be construed or implemented in a manner that would cause the PI Trust to fail to qualify as a Qualified Settlement Fund under the QSF Regulations.

(d) In this Trust Agreement and the TDP, the words "must," "will," and "shall" are intended to have the same mandatory force and effect, while the word "may" is intended to be permissive rather than mandatory.

(e) To the extent required by the Act, the beneficial owners (within the meaning of the Act) of the PI Trust (the "**Beneficial Owners**") shall be deemed to be the holders of Talc Claims; provided that (i) the holders of Talc Claims, as such Beneficial Owners, shall have only such rights with respect to the PI Trust and its assets as are set forth in the TDP and (ii) no greater or other rights, including upon dissolution, liquidation, or winding up of the PI Trust, shall be deemed to apply to the holders of Talc Claims in their capacity as Beneficial Owners.

1.5 **Jurisdiction**. The Bankruptcy Court shall have continuing jurisdiction over the PI Trust, provided, however, that the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over the PI Trust.

ARTICLE II

POWERS AND TRUST ADMINISTRATION

2.1 **Powers.**

(a) The Trustee is and shall act as a fiduciary to the PI Trust in accordance with the provisions of this Trust Agreement, the Plan and the Confirmation Order. The Trustee shall, at all times, administer the PI Trust in accordance with the purposes set forth in Section 1.2 above

and the Plan. Subject to the limitations set forth in this Trust Agreement and the Plan, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the PI Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 2.2, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or as otherwise specified herein or in the Plan or the Confirmation Order, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below or by the Plan, the Trustee shall have the power to:

(i) receive and hold the Settlement Consideration and exercise all rights with respect thereto;

(ii) invest the monies held from time to time by the PI Trust in accordance with the Investment Guidelines pursuant to Section 3.2 below;

(iii) obtain payment of expenses and other obligations of the PI Trust, from the GUC Trust/PI Fund Operating Reserve as set forth in the Plan and this Trust Agreement;

(iv) establish such funds, reserves, and accounts within the PI Trust, as the Trustee deems useful in carrying out the purposes of the PI Trust;

(v) participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding, as required to reconcile, administer, or defend against the Talc Claims;

(vi) establish, supervise, and administer the PI Trust and the TDP, and make distributions to all eligible holders of Talc Claims pursuant to the terms of this Trust Agreement, the Plan and the TDP;

(vii) appoint such officers and retain such employees, consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the PI Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(viii) obtain payment from the GUC Trust/PI Fund Operating Reserve for the reasonable compensation to any of the PI Trust's employees, consultants, advisors, independent contractors, experts, and agents for legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the PI Trust requires;

(ix) obtain payment from the GUC Trust/PI Fund Operating Reserve to compensate the Trustee, the Delaware Trustee, and their employees, consultants, advisors, independent contractors, experts and agents, and reimburse the Trustee and the Delaware Trustee

for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(x) record all expenses (including taxes) incurred by the PI Trust on the books and records (and report on all applicable tax returns) as expenses of the PI Trust; provided however that, the PI Trust shall periodically provide all invoices or other documentation with respect to such expenses to the GUC Administrator and the GUC Administrator shall timely remit to the PI Trust such amounts solely from the GUC Trust/PI Fund Operating Reserve so as to enable the PI Trust to timely pay such expenses;

(xi) enter into such other arrangements with third parties as the Trustee deems useful in carrying out the purposes of the PI Trust, provided such arrangements do not conflict with any other provision of this Trust Agreement or the Plan;

(xii) in accordance with Section 4.4 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 4.4 below), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and/or insure its directors, trustees, officers, employees, consultants, advisors, agents, and representatives. No party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which he or she is liable under Section 4.4 below;

(xiii) obtain the consent of the TAC with respect to the matters set forth in Section 2.2(e) below; and

(xiv) exercise any and all other rights, and take any and all other actions as are permitted, of the Trustee in accordance with the terms of this Trust Agreement and the Plan.

(d) The Trustee shall not have the power to guarantee any debt of other persons.

(e) The Trustee shall endeavor to make timely distributions and not unduly prolong the duration of the PI Trust.

2.2 **General Administration.**

(a) The Trustee shall act in accordance with the Governing Documents and shall implement the TDP in accordance with its terms. In the event of a conflict between the terms of this Trust Agreement and the TDP, the terms of this Trust Agreement shall control. In the event of a conflict between the terms or provisions of the (i) Plan, (ii) this Trust Agreement or (iii) the TDP, the terms of the Plan shall have first priority, followed in priority by the Trust Agreement, and lastly by the TDP. For the avoidance of doubt, this Trust Agreement shall be construed and implemented in accordance with the Plan, regardless of whether any provision herein explicitly references the Plan.

(b) The Trustee shall (i) timely file such income tax and other returns and statements required to be filed and shall cause to be paid timely from the GUC Trust/PI Fund Operating Reserve all taxes required to be paid by the PI Trust, (ii) comply with all applicable reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of the PI Trust as a Qualified Settlement Fund within the meaning of the QSF Regulations, (iv) take no action that could cause the PI Trust to fail to qualify as a Qualified Settlement Fund within the meaning of the QSF Regulations, and (v) be treated as the

"administrator" of the PI Trust within the meaning under Section 1.468B-2(k)(3) of the Treasury Regulations.

(c) The Trustee shall timely account to the Bankruptcy Court as follows:

(i) The Trustee shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event no later than one hundred and twenty (120) days following the end of each fiscal year, an annual report (the "**Annual Report"**) containing special-purpose financial statements of the PI Trust (including, without limitation, a special-purpose statement of assets, liabilities and net claimants' equity, a special-purpose statement of changes in net claimants' equity and a special-purpose statement of cash flows). The Trustee shall not be required to obtain an audit of the Annual Report by a firm of independent certified public accountants. The Trustee shall provide a copy of such Annual Report to the Reorganized Debtors and the TAC when such report is filed with the Bankruptcy Court.

(ii) Simultaneously with the filing of the Annual Report, the Trustee shall cause to be prepared and filed with the Bankruptcy Court a report containing a summary regarding the number and type of Talc Claims resolved during the period covered by the Annual Report (the "**Claims Report**"). The Trustee shall provide a copy of such Claims Report to the Reorganized Debtors and the TAC when such report is filed with the Bankruptcy Court.

(d) The Trustee shall consult with the TAC on the matters set forth in the TDP.

(e) The Trustee shall be required to obtain the consent of the TAC, pursuant to the consent process set forth in Section 5.7 below:

(i) to change the form of Acceptance and Release under the TDP;

(ii) to commence and/or participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding;

(iii) to modify the compensation of the Trustee;

(iv) to acquire an interest in and/or merge with and/or contract with another settlement trust; or

(v) to effectuate any material amendment of this Trust Agreement, or any amendment of the TDP, which in each case shall be in accordance with Section 6.3; provided that no such amendment shall be in contravention of the Plan.

(f) The Trustee shall be required to obtain the consent of the Reorganized Debtors, which shall not be unreasonably withheld or delayed:

(i) absent further order of the Bankruptcy Court, to commence and/or participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding, with the exception of (i) any proceeding brought against the PI Trust by any entity; (ii) any motion or proceeding in the Chapter 11 Cases relating to or in connection with Talc Claims; or (iii) any

proceeding to enforce the rights of the PI Trust under or relating to the Plan, Definitive Documents, and/or this Trust Agreement;

(ii) to materially modify the compensation of the Trustee;

(iii) to acquire an interest in and/or merge with and/or contract with another settlement trust; or

(iv) to make any amendment or modification of this Trust Agreement, or Exhibit hereto, or TDP, or Schedule thereto, that directly or indirectly affects the rights, duties, immunities, interests or liabilities of the Reorganized Debtors, which in each case shall be in accordance with Section 6.3; provided that no such amendment shall be in contravention of the Plan.

(g) The Trustee shall meet with the TAC no less often than quarterly. The Trustee shall meet in the interim with the TAC when so requested by two or more members of the TAC. Meetings may be held in person, by telephone or video conference, or by a combination of the foregoing.

(h) All Trust Assets shall be part of the PI Trust or otherwise shall be segregated from any assets of Revlon, Inc. (or any persons related to Revlon, Inc. within the meaning of Section 1.468B-1(d)(2) of the Treasury Regulations).

(i) Other than the obligations of the Trustee specifically set forth in this Trust Agreement, the Plan, or the Confirmation Order, the Trustee shall have no obligations of any kind or nature with respect to his or her position as such.

2.3 **Medicare Reporting Obligations.**

(a) The PI Trust shall register as a Responsible Reporting Entity (**"RRE"**) under the reporting provisions of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110-173) (**"MMSEA"**).

(b) The PI Trust shall timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the PI Trust or with respect to contributions to the PI Trust. The PI Trust, in its role as an RRE, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, "**CMS**") to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

ARTICLE III

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 **Accounts.**

(a) The Trustee shall maintain one or more accounts (the "**Trust Accounts**") on behalf of the PI Trust with one or more financial depository institutions (each a "**Financial Institution**"). Candidates for the positions of Financial Institution shall fully disclose to the Trustee any interest in or relationship with the Reorganized Debtors or their affiliated persons.

Any such interest or relationship shall not be an automatic disqualification for the position, but the Trustee shall take any such interest or relationship into account in selecting a Financial Institution.

(b) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time, and such successor shall be subject to the considerations set forth in Section 3.1(a).

(c) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for distributions to the Beneficial Owners and the payment of PI Trust operating expenses and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the "**Trust Subaccounts**"). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and are not intended to be subject to separate entity tax treatment as a "disputed claims reserve" or a "disputed ownership fund" within the meaning of the IRC or Treasury Regulations.

3.2 **Investment Guidelines.**

(a) The Trustee may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as **Exhibit 3** (the "**Investment Guidelines**").

(b) In the event the PI Trust holds any non-liquid assets, the Trustee shall own, protect, oversee, and monetize such non-liquid assets in accordance with the Governing Documents. This Section 3.2(b) is intended to modify the application to the PI Trust of the "prudent person" rule, "prudent investor" rule and any other rule of law that would require the Trustee to diversify the Trust Assets.

(c) Cash proceeds received by the PI Trust in connection with its monetization of the non-liquid Trust Assets shall be invested in accordance with the Investment Guidelines until needed for the purposes of the PI Trust as set forth in Section 1.2 above.

3.3 **Payment of Operating Expenses**

All operating expenses of the PI Trust shall be paid by the PI Trust solely from, and after receipt of funds from, the GUC Trust/PI Fund Operating Reserve as provided in the Plan. The PI Trust shall periodically provide all invoices or other documentation with respect to such expenses to the GUC Administrator and the GUC Administrator shall timely remit to the PI Trust such amounts solely from the GUC Trust/PI Fund Operating Reserve so as to enable the PI Trust to timely pay such expenses.[3] None of the Trustee, Delaware Trustee, the TAC, the Beneficial Owners nor any of their officers, agents, advisors, professionals or employees shall be personally liable for the payment of any operating expense or other liability of the PI Trust. Except as expressly set forth in the Plan, none of the Debtors or Reorganized Debtors, nor any of their officers, agents, advisors, professionals or employees shall be liable for the payment of any operating expense or other liability of the PI Trust, the Trustee or the TAC. To the extent that the Trustee determines that GUC Trust/PI Fund Operating Reserve is likely to incur a cash shortfall prior to the termination and winding up of the GUC Trust and/or the PI Trust (after taking into account additional funding of the GUC Trust/PI Fund Operating Reserve as contemplated by the Plan), the Trustee may determine to establish cash reserves from the corpus of the Trust, which

[3]. Nothing in this Trust Agreement shall preclude the Trustee and the PI Trustee from establishing appropriate and efficient cash management/accounting systems which may include the advancement of funds from the GUC Trust/PI Fund Operating Reserve to the PI Trust from time to time.

cash reserves shall be allocated equitably to the Beneficial Owners by the Trustee in his or her judgment.

3.4 **Payment of Talc Claims.**

The Trustee will make distributions to the Beneficial Owners in a fair, consistent and equitable manner in accordance with this Trust Agreement, the TDP, the Plan and the Confirmation Order. All payments with respect to Talc Claims shall be made by the PI Trust solely out of the Trust Assets. If the Trustee determines immediately prior to the Dissolution Date, in his or her discretion, that all Talc Claims have been paid in full, or that making further payments with respect to Talc Claims is not cost-effective with respect to the final amounts to be paid to Beneficial Owners, and that adequate provision has been made for all final obligations of the PI Trust, the Trustee shall have the authority to direct the remaining Trust Assets to a tax-exempt organization benefiting mesothelioma victims, as selected by the Trustee in his or her discretion.

ARTICLE IV

TRUSTEE; DELAWARE TRUSTEE

4.1 **Number**. In addition to the Delaware Trustee appointed pursuant to Section 4.9, there shall be one (1) Trustee who shall be the person named on the signature pages hereof.

4.2 **Term of Service.**

(a) The Trustee shall serve from the Effective Date until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) below, (iii) his or her removal pursuant to Section 4.2(c) below, or (iv) the termination of the PI Trust pursuant to Section 6.2 below.

(b) The Trustee may resign at any time upon written notice to the Reorganized Debtors and the TAC with such notice filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by the unanimous consent of the TAC in the event the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided the Trustee has received reasonable notice and an opportunity to be heard. Other good cause shall mean fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the PI Trust, or a consistent pattern of neglect and failure to perform or participate in performing the duties of Trustee hereunder. For the avoidance of doubt, any removal of a Trustee by the TAC pursuant to this Section 4.2(c) shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

(d) In the event of any vacancy in the office of the Trustee, including the death, resignation or removal of any Trustee, such vacancy shall be filled by the unanimous consent of the TAC, subject to the approval of the Bankruptcy Court. In the event the TAC cannot agree on a successor Trustee, the provisions of Section 6.12 below shall apply.

(e) Immediately upon the appointment of any successor Trustee pursuant to Section 4.2(d) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in and undertaken by the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No predecessor Trustee shall be liable personally for any act or omission of his or her

successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(f) Each successor Trustee shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) above, (iii) his or her removal pursuant to Section 4.2(c) above, and (iv) the termination of the PI Trust pursuant to Section 6.2 below.

4.3 **Compensation and Expenses of the Trustee.**

(a) The Trustee shall receive compensation for his or her services as Trustee on matters related to the operation of the Trust in the amount of $600 per hour, plus an annual stipend of $25,000 (pro-rated for partial years), which shall be paid in equal quarterly instalments. The compensation payable to the Trustee hereunder shall be reviewed every year by the TAC and may be appropriately adjusted for changes in the cost of living. The PI Trust will reimburse the Trustee for fees and expenses incurred prior to the Effective Date in connection with this Trust Agreement and effectuating a timely, orderly, and efficient transition of duties and obligations to the Trustee as of the Effective Date, (such amount not to exceed $25,000), which shall be paid promptly after the Effective Date.

(b) The PI Trust will promptly reimburse the Trustee for all reasonable and documented out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his or her duties hereunder.

(c) The PI Trust shall include in the Annual Report a description of the amounts paid under this Section 4.3. The PI Trust shall provide quarterly reports to the Reorganized Debtors for a description of the amounts paid under this Section 4.3

4.4 **Standard of Care; Exculpation.**

(a) As used herein, the term "**Trust Indemnified Party**" shall mean each of (i) the Trustee, (ii) the Delaware Trustee, (iii) the TAC and its members, and (iv) the officers, employees, consultants, advisors, and agents of each of the PI Trust, the Trustee, and the TAC**.**

(b) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted in their capacities as Trust Indemnified Parties, or on behalf of the PI Trust, except those acts found by a final order of a court of competent jurisdiction ("**Final Order**") to be arising out of their willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the PI Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the PI Trust.

(c) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the PI Trust or the Beneficial Owners, it is hereby understood and agreed by the Parties that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties; provided, however, that with respect to the Trust Indemnified Parties other than the Delaware

Trustee the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 4.4 and its subparts.

(d) The PI Trust will maintain appropriate insurance coverage for the protection of the Trust Indemnified Parties, as determined by the Trustee in his or her discretion.

4.5 **Protective Provisions.**

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 4.5.

(b) In the event the Trustee retains counsel (including at the expense of the PI Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. A successor Trustee shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Party or other person may raise any exception to the attorney-client privilege described herein as any such exceptions are hereby waived by all Parties.

(c) No Trust Indemnified Party shall be personally liable under any circumstances, except for his or her own willful misconduct, bad faith, gross negligence or fraud as determined by a Final Order.

(d) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties and powers hereunder.

(e) In the exercise or administration of the Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

4.6 **Indemnification.**

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses (including attorneys' fees and costs but excluding taxes in the nature of income taxes imposed on compensation paid to the Trust Indemnified Parties) in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the PI Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith,

gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the PI Trust.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by the PI Trust shall be paid by the PI Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by Final Order that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the PI Trust. The Trustee may, in his or her discretion, authorize an advance of reasonable expenses, costs and fees (including attorneys' fees and costs) to be incurred by or on behalf of the Trust Indemnified Parties, as set forth herein.

(c) The Trustee is authorized, but not required, to purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include insurance with respect to liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons or entity making such determination shall presume that such

Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

4.7 **Trustee Independence.** The Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as an officer or as any other professional for the Reorganized Debtors. The Trustee shall not act as an attorney, agent, or other professional for any person who holds a Talc Claim. For the avoidance of doubt, this Section 4.7 shall not be applicable to the Delaware Trustee.

4.8 **No Bond.** Neither the Trustee nor the Delaware Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.9 **Delaware Trustee.**

(a) There shall at all times be a Delaware Trustee to serve in accordance with the requirements of the Act. The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee, and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible to serve as Delaware Trustee in accordance with the provisions of this Section 4.9, it shall resign immediately in the manner and with the effect hereinafter specified in Section 4.9(c)

below. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Trustee shall have no liability for the acts or omissions of any Delaware Trustee.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Trustee set forth herein. The Delaware Trustee shall be a trustee of the PI Trust for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of the Act and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to accepting legal process served on the PI Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the PI Trust or the Beneficial Owners, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of any Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its willful misconduct, bad faith, gross negligence or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustee or any other person pursuant to the provisions of this Trust Agreement unless the Trustee or such other person shall have offered to the Delaware

Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Trustee. The Delaware Trustee may, at the expense of the PI Trust, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of Section 4.9(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section 4.9(d) below; provided further that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Trustee. If the Trustee does not act within such sixty (60) day period, the Delaware Trustee, at the expense of the PI Trust, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Trustee, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the PI Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the PI Trust and the Delaware Trustee, which

compensation shall be paid by the PI Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Trust Agreement. The terms of this paragraph shall survive termination of this Trust Agreement and/or the earlier resignation or removal of the Delaware Trustee.

(g) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the PI Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of any Trust Asset, written instructions, or any other documents in connection therewith, and will not be regarded as making, nor be required to make, any representations thereto.

(h) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused,

directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

ARTICLE V

TRUST ADVISORY COMMITTEE

5.1 **Members.** The TAC shall consist of three (3) members. To the extent that a member of the TAC elects to resign from the TAC in accordance with Section 5.3(b) below or is removed pursuant to Section 5.3(c) below, a successor shall be appointed pursuant to Section 5.4(a).

5.2 **Duties.** The members of the TAC shall serve in a fiduciary capacity, representing the interests of all holders of Talc Claims. The TAC shall have no fiduciary obligations or duties to any party other than the holders of Talc Claims. The Trustee must obtain the consent of the TAC on matters identified in Section 2.2(e) above. Where provided in the TDP, certain other actions by the Trustee are also subject to the consent of the TAC. Except for the duties and obligations expressed in this Trust Agreement and the TDP, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the TAC. To the extent that, at law or in equity, the TAC has duties (including fiduciary duties) and liabilities relating thereto to the PI Trust, the other Parties hereto or any Beneficial Owner of the PI Trust, it is hereby

understood and agreed by the other Parties hereto that such duties and liabilities are replaced by the duties and liabilities of the TAC expressly set forth in the Governing Documents.

5.3 **Term of Office.**

(a) Each member of the TAC shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.3(b) below, (iii) his or her removal pursuant to Section 5.3(c) below, or (iv) the termination of the PI Trust pursuant to Section 6.2 below.

(b) A member of the TAC may resign at any time by written notice to the other member of the TAC and the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than thirty (30) days after the date such notice is given, where practicable.

(c) A member of the TAC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal may be made by the recommendation of the remaining member of the TAC with the approval of the Trustee.

5.4 **Appointment of Successors.**

(a) If a member of the TAC dies, resigns pursuant to Section 5.3(b) above, or is removed pursuant to Section 5.3(c) above, the vacancy shall be filled with an individual selected by the remaining TAC members with the approval of the Trustee, provided however, that if the remaining TAC members and the Trustee cannot agree on the successor the matter shall be resolved pursuant to Section 6.12 below.

(b) Each successor TAC member shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.3(b) above, (iii) his or her removal pursuant to Section 5.3(c) above, or (iv) the termination of the PI Trust pursuant to Section 6.2 below.

(c) No successor TAC member shall be liable personally for any act or omission of his or her predecessor TAC member. No successor TAC member shall have any duty to investigate the acts or omissions of his or her predecessor TAC member.

5.5 **Compensation and Expenses of the TAC.** The members of the TAC shall not receive compensation from the PI Trust for their services as TAC members but shall be reimbursed for all reasonable out-of-pocket costs or expenses incurred in connection with the performance of such member's duties hereunder. A description of the amounts paid under this Section 5.5 shall be included in the Annual Report and shall be included in quarterly reports provided to the Reorganized Debtors.

5.6 **No Bond.** The members of the TAC shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

5.7 **Procedures for Obtaining Consent of the TAC**

(a) Where the Trustee is required to obtain the consent of the TAC pursuant to Section 2.2(e) above, the TDP or otherwise, the Trustee shall provide the TAC with a written notice stating that its consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the TAC as much relevant information concerning the proposed action as is reasonably practicable under the circumstances.

The Trustee shall also provide the TAC with reasonable access to the professionals or experts retained by the PI Trust and its staff (if any) as the TAC may reasonably request during the time that the Trustee is considering such action, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee. In instances also requiring consent of the Reorganized Debtors, whose consent shall not be unreasonably denied or delayed, such notices and information provided to the TAC shall also be provided to the Reorganized Debtors.

(b) The TAC must consider in good faith and in a timely fashion any request for its consent by the Trustee and must in any event advise the Trustee in writing of its consent or objection to the proposed action within five (5) business days of receiving the original request for consent from the Trustee. The TAC may not withhold its consent unreasonably. If the TAC decides to withhold consent, it must explain in detail its objections to the proposed action. If the TAC does not advise the Trustee in writing of its consent or objections to the proposed action within five (5) days of receiving notice regarding such request, then consent of the TAC to the proposed action shall be deemed to have been affirmatively granted.

(c) If, after following the procedures specified in Section 5.7, the TAC continues to object to the proposed action and to withhold its consent to the proposed action, the Trustee and the TAC shall resolve their dispute pursuant to Section 6.12. The TAC shall bear the burden of proving that it reasonably withheld its consent. If the TAC meets that burden, the PI Trust shall then bear the burden of showing why it should be permitted to take the proposed action notwithstanding the TAC's reasonable objection.

(d) Action by the TAC shall require the affirmative vote of the majority of the TAC members then in office.

ARTICLE VI

GENERAL PROVISIONS

6.1 **Irrevocability**. To the fullest extent permitted by applicable law, the PI Trust is irrevocable.

6.2 **Term; Termination.**

(a) The term for which the PI Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of this Section 6.2.

(b) The PI Trust shall automatically dissolve as soon as practicable but no later than ninety (90) days after the date on which the Bankruptcy Court approves the dissolution upon the satisfaction of the purposes of the PI Trust, wherein (i) all reasonably expected assets have been collected, (ii) all payments with respect to Talc Claims under Section 3.4 above have been made, (iii) necessary arrangements and reserves have been made to discharge all anticipated remaining obligations and operating expenses in a manner consistent with Governing Documents, and (iv) a final accounting has been filed and approved by the Bankruptcy Court (the "**Dissolution Date**").

(c) On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the affairs of the PI Trust by the Trustee and payment of all of the PI Trust's liabilities have been provided for as required by applicable law including Section 3808 of the Act,

all monies remaining in the PI Trust shall be distributed or disbursed in accordance with Section 3.4.

(d) Following the dissolution and distribution of the assets of the PI Trust, the PI Trust shall terminate, and the Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the PI Trust to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the PI Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. A certified copy of the Certificate of Cancellation shall be given to the Delaware Trustee for its records promptly following such filing.

6.3 **Amendments**. Any amendment to or modification of this Trust Agreement may be made in writing and only pursuant to an order of the Bankruptcy Court; provided, however, the Trustee may amend this Trust Agreement with the unanimous consent of the TAC from time to time without the consent, approval or other authorization of, but with notice to, the Bankruptcy Court, to make: (i) minor modifications or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement; (ii) amendments permitted pursuant to Section 6.1 of the TDP, or (iii) modifications to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any federal, state or foreign governmental entity. Notwithstanding the foregoing, the TDP may be amended in writing by the Trustee with the consent of the TAC without an order of the Bankruptcy Court, provided, however, the amended TDP shall be filed with the Bankruptcy Court within thirty (30) days following the effective date of such amended TDP. Notwithstanding the foregoing, (i) no amendment or modification of this Trust Agreement shall modify this Trust Agreement in a

manner that is inconsistent with the Plan or the Confirmation Order, other than, with the Reorganized Debtors' consent, to make minor modifications or clarifying amendments as necessary to enable the Trustee to effectuate the provisions of this Trust Agreement; (ii) neither this Trust Agreement, the TDP, nor any Exhibit to this Trust Agreement or the TDP shall be modified or amended in any way that could jeopardize, impair, or modify the PI Trust's Qualified Settlement Fund status under the QSF Regulations; and (iii) any amendment or modification of this Trust Agreement, or Exhibit hereto, or the TDP, or Schedule thereto, affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent. The Trustee shall provide at least ten (10) business days' written notice to the Reorganized Debtors prior to making any amendment or modification to the Trust Agreement or any Exhibit thereto, or the TDP or any Schedule thereto, and if the Reorganized Debtors reasonably and in good faith advise the Trustee in writing that the proposed amendment or modification affects, directly or indirectly, any right, duty, immunity, interest or liability of the Reorganized Debtors, then the Reorganized Debtors' consent (which shall not be unreasonably denied or delayed) shall be required for such proposed amendment or modification. Any dispute between the Trustee and the Reorganized Debtors with respect to this Section 6.3 shall be resolved by the Bankruptcy Court.

6.4 **Severability**. Should any provision in this Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement.

6.5 **Notices.**

(a) Notices to persons asserting Talc Claims shall be given in accordance with such person's claims form submitted to the PI Trust with respect to his or her Talc Claim.

(b) Any notices or other communications required or permitted hereunder to the following Parties shall be in writing and delivered to the addresses or e-mail addresses designated below, or to such other addresses or e-mail addresses as may hereafter be furnished in writing to each of the other Parties listed below in compliance with the terms hereof.

To the PI Trust

[_____]

With a copy to:

[_____]

To the Delaware Trustee;

[_____]

With a copy to:

[_____]

To the TAC:

[_____]

With a copy to:

[_____]

To the Reorganized Debtors:

[_____]

With a copy to:

[_____]

(c) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses.

6.6 **Successors and Assigns**. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Reorganized Debtors (which shall be a third-party beneficiary hereof), the PI Trust, the TAC, the Delaware Trustee, the Trustee, and their respective successors and assigns, except that neither the PI Trust, the TAC, the Delaware Trustee, nor the Trustee, may assign or otherwise transfer any of their rights or obligations, if any, under this Trust Agreement except in the case of the Delaware Trustee in accordance with Section 4.9(d), and in the case of the Trustee in accordance with Section 4.2(d) above, and in the case of the TAC members in accordance with Section 5.4(b) above.

6.7 **Limitation on Talc Claims Interests for Securities Laws Purposes**. Talc Claims, and any interests therein, (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will, under the laws of descent and distribution or otherwise by operation of law; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest.

6.8 **Exemption from Registration**. The Parties hereto intend that the interests of the Beneficial Owners under this Trust Agreement shall not be "securities" under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute "securities," the Parties hereto intend that the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the beneficial interests in the PI Trust will be exempt from registration under the

Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

6.9 **Entire Agreement; No Waiver**. The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein (including the TDP), and in the documents referred to herein (including the Plan), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

6.10 **Headings.** The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

6.11 **Governing Law**. The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by the laws of the State of Delaware, and the rights of all Parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the Parties hereto intend that the provisions hereof shall control and there shall not be applicable to the PI Trust, the Trustee, the Delaware Trustee, the TAC, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of Trustee accounts or schedules of Trustee fees and charges; (b)

affirmative requirements to post bonds for the Trustee, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to the Trustee, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of the Trustee or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee, the Delaware Trustee, or the TAC, set forth or referenced in this Trust Agreement. Section 3540 of the Act shall not apply to the PI Trust.

6.12 **Dispute Resolution**.

(a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 6.12 shall be the exclusive mechanism to resolve any dispute arising under or with respect to this Trust Agreement. For the avoidance of doubt, this Section 6.12 shall not apply to the Delaware Trustee or to the Reorganized Debtors in any respect or any dispute with respect to the resolution of Talc Claims which shall be governed exclusively by the TDP. This Section 6.12 shall not apply to any matters as between the GUC Trust or the Trustee, on the one hand, and the PI Trust or the PI Trustee, on the other hand, related to or arising from the GUC Trust/PI Fund Operating Reserve.

(b) **Informal Dispute Resolution**. Any dispute under this Trust Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen

when a disputing party sends to the counterparty or counterparties a written notice of dispute ("**Notice of Dispute**"). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the Notice of Dispute is received by the counterparty or counterparties, unless that period is modified by written agreement of the disputing party and counterparty or counterparties. If the disputing party and the counterparty or counterparties cannot resolve the dispute by informal negotiations, then the disputing party may invoke the formal dispute resolution procedures as set forth below.

(c) **Formal Dispute Resolution**. The disputing party shall invoke formal dispute resolution procedures, within the time period provided in the preceding subparagraph, by serving on the counterparty or counterparties a written statement of position regarding the matter in dispute ("**Statement of Position**"). The Statement of Position shall include, but need not be limited to, any factual data, analysis or opinion supporting the disputing party's position and any supporting documentation and legal authorities relied upon by the disputing party. Each counterparty shall serve its Statement of Position within thirty (30) days of receipt of the disputing party's Statement of Position, which shall also include, but need not be limited to, any factual data, analysis or opinion supporting the counterparty's position and any supporting documentation and legal authorities relied upon by the counterparty. If the disputing party and the counterparty or counterparties are unable to consensually resolve the dispute within thirty (30) days after the last of all counterparties have served its Statement of Position on the disputing party, the disputing party may file with the Bankruptcy Court a motion for judicial review of the dispute in accordance with Section 6.12(d).

(d) **Judicial Review**. The disputing party may seek judicial review of the dispute by filing with the Bankruptcy Court (or, if the Bankruptcy Court shall not have jurisdiction over such dispute, such court as has jurisdiction pursuant to Section 1.5 above) and serving on the counterparty or counterparties and the Trustee, a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) days of receipt of the last counterparty's Statement of Position pursuant to the preceding subparagraph. The motion shall contain a written statement of the disputing party's position on the matter in dispute, including any supporting factual data, analysis, opinion, documentation and legal authorities, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly administration of the PI Trust. Each counterparty shall respond to the motion within the time period allowed by the rules of the court, and the disputing party may file a reply memorandum, to the extent permitted by the rules of the court.

6.13 **Effectiveness**. This Trust Agreement shall become effective on the Effective Date.

6.14 **Counterpart Signatures**. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by PDF transmitted by e-mail), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Trust Agreement this ____ day of _____, 2023.

TRUSTEE

_____
Name:

DELAWARE TRUSTEE
[_____]

By:_____
Name:
Title:

TRUST ADVISORY COMMITTEE

_____

_____

EXHIBIT 1

PI TRUST DISTRIBUTION PROCEDURES

EXHIBIT 2

CERTIFICATE OF TRUST OF OLD REVCO TALC PERSONAL INJURY LIQUIDATING TRUST

EXHIBIT 3

INVESTMENT GUIDELINES

In General. Only the following investments will be permitted:

(i) Demand and time deposits, such as certificates of deposit, in banks or other savings institutions whose deposits are federally insured;

(ii) U.S. Treasury bills, bonds, and notes, including, but not limited to, long-term U.S. Treasury bills, bonds, notes, and other Government Securities as defined under Section 2(a)(16) of the Investment Company Act of 1940, 15 U.S.C. § 80a-2(a)(16), including, but not limited to, Fannie Mae, Freddie Mac, Federal Home Loan Bank, and Federal Farm Credit;

(iii) Repurchase agreements for U.S. Treasury bills, bonds, and notes;

(iv) AA or AAA corporate bonds (with the rating awarded by at least two of the three major rating agencies (Standard & Poor's, Moody's, or Fitch)); or

(v) Open-ended mutual funds owning only assets described in subparts (i) through (iv) of this subsection.

The value of bonds of any single company and its affiliates owned by the Trust directly rather than through a mutual fund shall not exceed 10% of the investment portfolio at time of purchase; this restriction does not apply to any of the following: Repurchase Agreements; Money Market Funds; U.S. Treasuries; and U.S. Government Agencies.

Any such investments shall be made consistently with the Uniform Prudent Investor Act. The determination of the rating of any investments shall be made by the Trust's financial advisor on the date of acquisition of any such investment or on the date of re-investment. The Trust's financial advisor shall reconfirm that all investments of Trust Assets still meet the original rating requirement on a quarterly basis. If the Trust's financial advisors determine that any particular investment no longer meets the rating requirement, there shall be a substitution of that investment with an investment that meets the ratings requirement as promptly as practicable, but in no event later than the next reporting period. Previously purchased securities downgraded below AA may be held for a reasonable and prudent period of time if the Trust's financial advisor believes it is in the interest of the Trust to do so.

The borrowing of funds or securities for the purpose of leveraging, shorting, or other investments is prohibited. Investment in non-U.S. dollar denominated bonds is prohibited. The standing default investment instruction for all cash in any account or subaccount that holds any Trust Assets in cash shall be invested in the BlackRock Fed Fund (CUSIP 09248U809).

See example fund-level requirements table on following page.

Fund Level Requirements

1. OTC Derivatives Counterparty Exposure – Not allowed
2. Non-U.S. dollar denominated bonds – Not allowed

TYPE OF INVESTMENT	ELIGIBLE	PROHIBITED	COMMENTS
U.S. Treasury Securities	X		
U.S. Agency Securities	X		
Mortgage-Related Securities		x	
Asset-Backed Securities		x	
Corporate Securities (public)	X		
Municipal bonds	x		
DERIVATIVES:	No investment, including futures, options and other derivatives, may be purchased if its return is directly or indirectly determined by an investment prohibited elsewhere in these guidelines.		
Futures		x	
Options		x	
Currency Forwards		x	
Currency Futures		x	
Currency Options		x	
Currency Swaps		x	
Interest Rate Swaps		x	
Total Return Swaps		x	
Structured Notes		X	
Collateralized Debt Obligations		x	
Credit Default Swaps		X	
Mortgage-Related Derivatives		X	
FOREIGN / NON-U.S. DOLLAR:			
Foreign CDs		X	
Foreign U.S. Dollar Denominated Securities		X	
Non-U.S. Dollar Denominated Bonds		X	
Supranational U.S. Dollar Denominated Securities		X	
COMMINGLED VEHICLES (except STIF):			
Collective Funds		X	
Commingled Trust Funds (open ended mutual funds only)		X	
Common Trust Funds		X	
Registered Investment Companies		X	
MONEY MARKET SECURITIES:			
Qualified STIF		x	
Interest Bearing Bank Obligations Insured by a Federal or State Agency	X		
Commercial Paper		x	
Master Note Agreements and Demand Notes		x	
Repurchase Agreements		x	
OTHER:			
Bank Loans		x	
Convertibles (e.g., Lyons)		x	
Municipal Bonds	X		
Preferred Stock		x	
Private Placements (excluding 144A)	X		
Rule 144A Issues	X		
Zero Coupon Bonds	X		
Commodities		X	
Catastrophe Bonds		X	

Exhibit L-2

Blackline comparison to
PI Settlement Fund Agreement as filed on March 16, 2023

OLD REVCO TALC PERSONAL INJURY LIQUIDATING TRUST

OLD REVCO TALC PERSONAL INJURY LIQUIDATING TRUST AGREEMENT

Dated as of [ ], 2023

Pursuant to the ~~First~~Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code Dated [ ], 2023

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OLD REVCO TALC PERSONAL INJURY LIQUIDATING TRUST AGREEMENT

This Old RevCo Talc Personal Injury Liquidating Trust Agreement (this "**Trust Agreement**"), dated the date set forth on the signature page hereof and effective as of the Effective Date, is entered into pursuant to the ~~First~~Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code [Docket No. ~~1507~~[•]] (as may be further amended or modified, the "**Plan**"),[1] in Case No. 22-10760 (DSJ) in the United States Bankruptcy Court for the Southern District of New York ("**Bankruptcy Court**") by ~~[~~Wilmington Trust, National Association~~]~~ (the "**Delaware Trustee**"), the Trustee identified on the signature pages hereof (the "**Trustee**"), and the members of the Trust Advisory Committee identified on the signature pages hereof (the "**TAC**" and, together with the Delaware Trustee and the Trustee, the "**Parties**").[2]

RECITALS

WHEREAS, the Plan contemplates the creation of the Old RevCo Talc Personal Injury Liquidating Trust (provided for and referred to in the Plan as the PI Settlement Fund) (the "**PI Trust**");

WHEREAS, the Confirmation Order has been entered by the Bankruptcy Court;

WHEREAS, pursuant to the Plan, the PI Trust is established to administer distributions to the eligible holders of Class 9(a) Talc Personal Injury Claims ("**Talc Claims**") in accordance with the Plan, the Confirmation Order and this Trust Agreement;

---

[1] All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Bankruptcy Rules, and such definitions are incorporated herein by reference.

[2] The initial Trustee shall be David J. Gordon, represented by FrankGecker LLP. The initial members of the TAC shall be Maura Kolb, Chris McKean, and Aleksandra Sikorska.

WHEREAS, the Trustee shall administer the PI Trust in accordance with the terms of the Plan, this Trust Agreement and the PI Claims Trust Distribution Procedures (the "**TDP**"), attached hereto as **Exhibit 1**; and

WHEREAS, pursuant to the Plan, the PI Trust is intended to qualify as a "qualified settlement fund" (a "**Qualified Settlement Fund**") within the meaning of Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code ("**IRC**") (the "**QSF Regulations**"). For the avoidance of doubt, the PI Trust is not intended to constitute either (i) a "Section 524(g) trust" within the meaning of the Bankruptcy Code, or (ii) a "grantor trust" within the meaning of Section 1.671- 4(a) of the Treasury Regulations.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

AGREEMENT OF TRUST

1.1 **Creation and Name.** There is hereby created a trust known as the "Old RevCo Talc Personal Injury Liquidating Trust." The Trustee of the PI Trust may transact the business and affairs of the PI Trust in the name of the PI Trust, and references herein to the PI Trust shall include the Trustee acting on behalf of the PI Trust. It is the intention of the Parties that the PI Trust constitutes a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. Section 3801 *et seq.* (the "**Act**") and that this Trust Agreement constitute the governing instrument of the PI Trust. The Trustee and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as **Exhibit 2**.

1.2 **Purposes**. The purposes of the PI Trust are to

(a) receive the Talc Personal Injury Settlement Distribution (the "**Settlement Consideration**") pursuant to the terms of the Plan and the Confirmation Order;

(b) hold, manage, protect and invest the Settlement Consideration, together with any income or gain earned thereon and proceeds derived therefrom (collectively, the "**Trust Assets**") in accordance with the terms of the Plan, the Confirmation Order, this Trust Agreement and the TDP (the "**Governing Documents**") for the benefit of the Beneficial Owners (as defined herein);

(c) administer, process and resolve Talc Claims pursuant to the TDP;

(d) qualify at all times as a Qualified Settlement Fund within the meaning of QSF Regulations;

(e) engage in any lawful activity that is appropriate and in furtherance of the purposes of the PI Trust to the extent consistent with the Plan, the Confirmation Order and this Trust Agreement; and

(f) make distributions of Trust Assets to eligible holders of Talc Claims in accordance with and subject to the terms of this Trust Agreement, the Plan and the TDP with the objective of treating all eligible holders of Talc Claims fairly, equitably, and reasonably in light of the Trust Assets available to resolve such Talc Claims.

1.3 **Transfer of Assets.** Pursuant to, and in accordance with Article IV.R of the Plan, the PI Trust has received the Settlement Consideration to fund the PI Trust. The Settlement Consideration and any other assets to be transferred to the PI Trust under the Plan will be transferred to the PI Trust free and clear of any liens or other claims by the Debtors, the Reorganized Debtors, any creditor, or other entity. For the avoidance of doubt, the Settlement Consideration transferred to fund the PI Trust shall not include the Retained Preference Actions, provided, however, that the Settlement Consideration shall include an interest in the Retained Preference Action Net Proceeds, as a result of which the PI Trust shall receive a transfer of assets arising in respect of such Retained Preference Action Net Proceeds, if any, in accordance with the terms of the Plan.

1.4 **Acceptance of Assets and Assumption of Liabilities.**

(a) In furtherance of the purposes of the PI Trust, the PI Trust hereby expressly accepts the transfer to the PI Trust of the Settlement Consideration and any other transfers by the GUC Trust from the GUC Trust/PI Fund Operating Reserve contemplated by the Plan in the time and manner as, and subject to the terms, contemplated in the Plan.

(b) In furtherance of the purposes of the PI Trust, except as otherwise provided in this Trust Agreement and the TDP, the PI Trust shall have and retain any and all rights and defenses the Debtors had with respect to any Talc Claim ~~[~~immediately before the Effective Date to the extent necessary to administer such Claims in accordance with this Trust Agreement, the TDP and the Plan.~~]~~

(c) Notwithstanding anything to the contrary herein, no provision herein or in the TDP shall be construed or implemented in a manner that would cause the PI Trust to fail to qualify as a Qualified Settlement Fund under the QSF Regulations.

(d) In this Trust Agreement and the TDP, the words "must," "will," and "shall" are intended to have the same mandatory force and effect, while the word "may" is intended to be permissive rather than mandatory.

(e) To the extent required by the Act, the beneficial owners (within the meaning of the Act) of the PI Trust (the "**Beneficial Owners**") shall be deemed to be the holders of Talc Claims; provided that (i) the holders of Talc Claims, as such Beneficial Owners, shall have only such rights with respect to the PI Trust and its assets as are set forth in the TDP and (ii) no greater or other rights, including upon dissolution, liquidation, or winding up of the PI Trust, shall be deemed to apply to the holders of Talc Claims in their capacity as Beneficial Owners.

1.5 **Jurisdiction**. The Bankruptcy Court shall have continuing jurisdiction over the PI Trust, provided, however, that the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over the PI Trust.

ARTICLE II

POWERS AND TRUST ADMINISTRATION

2.1 **Powers.**

(a) The Trustee is and shall act as a fiduciary to the PI Trust in accordance with the provisions of this Trust Agreement, the Plan and the Confirmation Order. The Trustee shall, at all times, administer the PI Trust in accordance with the purposes set forth in Section 1.2 above and the Plan. Subject to the limitations set forth in this Trust Agreement and the Plan, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the PI Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 2.2, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or as otherwise specified herein or in the Plan or the Confirmation Order, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below or by the Plan, the Trustee shall have the power to:

(i) receive and hold the Settlement Consideration and exercise all rights with respect thereto;

(ii) invest the monies held from time to time by the PI Trust in accordance with the Investment Guidelines pursuant to Section 3.2 below;

(iii) obtain payment of expenses and other obligations of the PI Trust, from the GUC Trust/PI Fund Operating Reserve as set forth in the Plan and this Trust Agreement;

(iv) establish such funds, reserves, and accounts within the PI Trust, as the Trustee deems useful in carrying out the purposes of the PI Trust;

(v) participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding, as required to reconcile, administer, or defend against the Talc Claims;

(vi) establish, supervise, and administer the PI Trust and the TDP, and make distributions to all eligible holders of Talc Claims pursuant to the terms of this Trust Agreement, the Plan and the TDP;

(vii) appoint such officers and retain such employees, consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the PI Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(viii) obtain payment from the GUC Trust/PI Fund Operating Reserve for the reasonable compensation to any of the PI Trust's employees, consultants, advisors, independent contractors, experts, and agents for legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the PI Trust requires;

(ix) obtain payment from the GUC Trust/PI Fund Operating Reserve to compensate the Trustee, the Delaware Trustee, and their employees, consultants, advisors, independent contractors, experts and agents, and reimburse the Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(x) record all expenses (including taxes) incurred by the PI Trust on the books and records (and report on all applicable tax returns) as expenses of the PI Trust; provided however that, the PI Trust shall periodically provide all invoices or other documentation with respect to such expenses to the GUC Administrator and the GUC Administrator shall timely remit to the PI Trust such amounts solely from the GUC Trust/PI Fund Operating Reserve so as to enable the PI Trust to timely pay such expenses;

(xi) enter into such other arrangements with third parties as the Trustee deems useful in carrying out the purposes of the PI Trust, provided such arrangements do not conflict with any other provision of this Trust Agreement or the Plan;

(xii) in accordance with Section 4.4 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 4.4 below), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and/or insure its directors, trustees, officers, employees, consultants, advisors, agents, and representatives. No party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which he or she is liable under Section 4.4 below;

(xiii) obtain the consent of the TAC with respect to the matters set forth in Section 2.2(e) below; and

(xiv) exercise any and all other rights, and take any and all other actions as are permitted, of the Trustee in accordance with the terms of this Trust Agreement and the Plan.

(d) The Trustee shall not have the power to guarantee any debt of other persons.

(e) The Trustee shall endeavor to make timely distributions and not unduly prolong the duration of the PI Trust.

2.2 **General Administration.**

(a) The Trustee shall act in accordance with the Governing Documents and shall implement the TDP in accordance with its terms. In the event of a conflict between the

terms of this Trust Agreement and the TDP, the terms of this Trust Agreement shall control. In the event of a conflict between the terms or provisions of the (i) Plan, (ii) this Trust Agreement or (iii) the TDP, the terms of the Plan shall have first priority, followed in priority by the Trust Agreement, and lastly by the TDP. For the avoidance of doubt, this Trust Agreement shall be construed and implemented in accordance with the Plan, regardless of whether any provision herein explicitly references the Plan.

(b) The Trustee shall (i) timely file such income tax and other returns and statements required to be filed and shall cause to be paid timely from the GUC Trust/PI Fund Operating Reserve all taxes required to be paid by the PI Trust, (ii) comply with all applicable reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of the PI Trust as a Qualified Settlement Fund within the meaning of the QSF Regulations, (iv) take no action that could cause the PI Trust to fail to qualify as a Qualified Settlement Fund within the meaning of the QSF Regulations, and (v) be treated as the "administrator" of the PI Trust within the meaning under Section 1.468B-2(k)(3) of the Treasury Regulations.

(c) The Trustee shall timely account to the Bankruptcy Court as follows:

(i) The Trustee shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event no later than one hundred and twenty (120) days following the end of each fiscal year, an annual report (the "**Annual Report**") containing special-purpose financial statements of the PI Trust (including, without limitation, a

special-purpose statement of assets, liabilities and net claimants' equity, a special-purpose statement of changes in net claimants' equity and a special-purpose statement of cash flows). The Trustee shall not be required to obtain an audit of the Annual Report by a firm of independent certified public accountants. The Trustee shall provide a copy of such Annual Report to the Reorganized Debtors and the TAC when such report is filed with the Bankruptcy Court.

(ii) Simultaneously with the filing of the Annual Report, the Trustee shall cause to be prepared and filed with the Bankruptcy Court a report containing a summary regarding the number and type of Talc Claims resolved during the period covered by the Annual Report (the "**Claims Report**"). The Trustee shall provide a copy of such Claims Report to the Reorganized Debtors and the TAC when such report is filed with the Bankruptcy Court.

(d) The Trustee shall consult with the TAC on the matters set forth in the TDP.

(e) The Trustee shall be required to obtain the consent of the TAC, pursuant to the consent process set forth in Section 5.7 below:

(i) to change the form of Acceptance and Release under the TDP;

(ii) to commence and/or participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding;

(iii) to modify the compensation of the Trustee;

(iv) to acquire an interest in and/or merge with and/or contract with another settlement trust; or

(v) to effectuate any material amendment of this Trust Agreement, or any amendment of the TDP, which in each case shall be in accordance with Section 6.3; provided that no such amendment shall be in contravention of the Plan.

(f) The Trustee shall be required to obtain the consent of the Reorganized Debtors, which shall not be unreasonably withheld or delayed:

(i) [absent further order of the Bankruptcy Court, to commence and/or participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding, with the exception of (i) any proceeding brought against the PI Trust by any entity; (ii) any motion or proceeding in the Chapter 11 Cases relating to or in connection with Talc Claims; or (iii) any proceeding to enforce the rights of the PI Trust under or relating to the Plan, Definitive Documents, and/or this Trust Agreement;]

(ii) to materially modify the compensation of the Trustee;

(iii) to acquire an interest in and/or merge with and/or contract with another settlement trust; or

(iv) to make any amendment or modification of this Trust Agreement, or Exhibit hereto, or TDP, or Schedule thereto, that directly or indirectly affects the rights, duties, immunities, interests or liabilities of the Reorganized Debtors, which in each case shall be in accordance with Section 6.3; provided that no such amendment shall be in contravention of the Plan.

(g) The Trustee shall meet with the TAC no less often than quarterly. The Trustee shall meet in the interim with the TAC when so requested by two or more members of the TAC. Meetings may be held in person, by telephone or video conference, or by a combination of the foregoing.

(h) All Trust Assets shall be part of the PI Trust or otherwise shall be segregated from any assets of Revlon, Inc. (or any persons related to Revlon, Inc. within the meaning of Section 1.468B-1(d)(2) of the Treasury Regulations).

(i) Other than the obligations of the Trustee specifically set forth in this Trust Agreement, the Plan, or the Confirmation Order, the Trustee shall have no obligations of any kind or nature with respect to his or her position as such.

2.3 **Medicare Reporting Obligations.**

(a) The PI Trust shall register as a Responsible Reporting Entity (**"RRE"**) under the reporting provisions of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110-173) (**"MMSEA"**).

(b) The PI Trust shall timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the PI Trust or with respect to contributions to the PI Trust. The PI Trust, in its role as an RRE, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, "**CMS**") to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

ARTICLE III

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 **Accounts.**

(a) The Trustee shall maintain one or more accounts (the "**Trust Accounts**") on behalf of the PI Trust with one or more financial depository institutions (each a "**Financial Institution**"). Candidates for the positions of Financial Institution shall fully disclose to the Trustee any interest in or relationship with the Reorganized Debtors or their affiliated persons. Any such interest or relationship shall not be an automatic disqualification for the position, but the Trustee shall take any such interest or relationship into account in selecting a Financial Institution.

(b) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time, and such successor shall be subject to the considerations set forth in Section 3.1(a).

(c) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for distributions to the Beneficial Owners and the payment of PI Trust operating expenses and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the "**Trust Subaccounts**"). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and are not intended

to be subject to separate entity tax treatment as a "disputed claims reserve" or a "disputed ownership fund" within the meaning of the IRC or Treasury Regulations.

3.2 **Investment Guidelines.**

(a) The Trustee may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as **Exhibit 3** (the "**Investment Guidelines**").

(b) In the event the PI Trust holds any non-liquid assets, the Trustee shall own, protect, oversee, and monetize such non-liquid assets in accordance with the Governing Documents. This Section 3.2(b) is intended to modify the application to the PI Trust of the "prudent person" rule, "prudent investor" rule and any other rule of law that would require the Trustee to diversify the Trust Assets.

(c) Cash proceeds received by the PI Trust in connection with its monetization of the non-liquid Trust Assets shall be invested in accordance with the Investment Guidelines until needed for the purposes of the PI Trust as set forth in Section 1.2 above.

3.3 **Payment of Operating Expenses**

All operating expenses of the PI Trust shall be paid by the PI Trust solely from, and after receipt of funds from, the GUC Trust/PI Fund Operating Reserve as provided in the Plan. The PI Trust shall periodically provide all invoices or other documentation with respect to such expenses to the GUC Administrator and the GUC Administrator shall timely remit to the PI Trust such amounts solely from the GUC Trust/PI Fund Operating Reserve so as to enable the PI

Trust to timely pay such expenses.[3] None of the Trustee, Delaware Trustee, the TAC, the Beneficial Owners nor any of their officers, agents, advisors, professionals or employees shall be personally liable for the payment of any operating expense or other liability of the PI Trust. Except as expressly set forth in the Plan, none of the Debtors or Reorganized Debtors, nor any of their officers, agents, advisors, professionals or employees shall be liable for the payment of any operating expense or other liability of the PI Trust, the Trustee or the TAC. To the extent that the Trustee determines that GUC Trust/PI Fund Operating Reserve is likely to incur a cash shortfall prior to the termination and winding up of the GUC Trust and/or the PI Trust (after taking into account additional funding of the GUC Trust/PI Fund Operating Reserve as contemplated by the Plan), the Trustee may determine to establish cash reserves from the corpus of the Trust, which cash reserves shall be allocated equitably to the Beneficial Owners by the Trustee in his or her judgment.

3.4 **Payment of Talc Claims.**

The Trustee will make distributions to the Beneficial Owners in a fair, consistent and equitable manner in accordance with this Trust Agreement, the TDP, the Plan and the Confirmation Order. All payments with respect to Talc Claims shall be made by the PI Trust solely out of the Trust Assets. If the Trustee determines immediately prior to the Dissolution Date, in his or her discretion, that all Talc Claims have been paid in full, or that making further payments with respect to Talc Claims is not cost-effective with respect to the final amounts to be

[3]. Nothing in this Trust Agreement shall preclude the Trustee and the PI Trustee from establishing appropriate and efficient cash management/accounting systems which may include the advancement of funds from the GUC Trust/PI Fund Operating Reserve to the PI Trust from time to time.

paid to Beneficial Owners, and that adequate provision has been made for all final obligations of the PI Trust, the Trustee shall have the authority to direct the remaining Trust Assets to a tax-exempt organization benefiting mesothelioma victims, as selected by the Trustee in his or her discretion.

ARTICLE IV

TRUSTEE; DELAWARE TRUSTEE

4.1 **Number**. In addition to the Delaware Trustee appointed pursuant to Section 4.9, there shall be one (1) Trustee who shall be the person named on the signature pages hereof.

4.2 **Term of Service.**

(a) The Trustee shall serve from the Effective Date until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) below, (iii) his or her removal pursuant to Section 4.2(c) below, or (iv) the termination of the PI Trust pursuant to Section 6.2 below.

(b) The Trustee may resign at any time upon written notice to the Reorganized Debtors and the TAC with such notice filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by the unanimous consent of the TAC in the event the Trustee becomes unable to discharge his or her duties hereunder due to accident,

physical deterioration, mental incompetence or for other good cause, provided the Trustee has received reasonable notice and an opportunity to be heard. Other good cause shall mean fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the PI Trust, or a consistent pattern of neglect and failure to perform or participate in performing the duties of Trustee hereunder. For the avoidance of doubt, any removal of a Trustee by the TAC pursuant to this Section 4.2(c) shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

(d) In the event of any vacancy in the office of the Trustee, including the death, resignation or removal of any Trustee, such vacancy shall be filled by the unanimous consent of the TAC, subject to the approval of the Bankruptcy Court. In the event the TAC cannot agree on a successor Trustee, the provisions of Section 6.12 below shall apply.

(e) Immediately upon the appointment of any successor Trustee pursuant to Section 4.2(d) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in and undertaken by the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No predecessor Trustee shall be liable personally for any act or omission of his or her successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(f) Each successor Trustee shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) above, (iii) his or her removal pursuant to Section 4.2(c) above, and (iv) the termination of the PI Trust pursuant to Section 6.2 below.

4.3 **Compensation and Expenses of the Trustee.**

(a) The Trustee shall receive compensation for his or her services as Trustee on matters related to the operation of the Trust in the amount of $600 per hour, plus an annual stipend of $25,000 (pro-rated for partial years), which shall be paid in equal quarterly instalments. The compensation payable to the Trustee hereunder shall be reviewed every year by the TAC and may be appropriately adjusted for changes in the cost of living. The PI Trust will reimburse the Trustee for fees and expenses incurred prior to the Effective Date in connection with this Trust Agreement and effectuating a timely, orderly, and efficient transition of duties and obligations to the Trustee as of the Effective Date, (such amount not to exceed $25,000), which shall be paid promptly after the Effective Date.

(b) The PI Trust will promptly reimburse the Trustee for all reasonable and documented out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his or her duties hereunder.

(c) The PI Trust shall include in the Annual Report a description of the amounts paid under this Section 4.3. The PI Trust shall provide quarterly reports to the Reorganized Debtors for a description of the amounts paid under this Section 4.3

4.4 **Standard of Care; Exculpation.**

(a) As used herein, the term "**Trust Indemnified Party**" shall mean each of (i) the Trustee, (ii) the Delaware Trustee, (iii) the TAC and its members, and (iv) the officers, employees, consultants, advisors, and agents of each of the PI Trust, the Trustee, and the TAC**.**

(b) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted in their capacities as Trust Indemnified Parties, or on behalf of the PI Trust, except those acts found by a final order of a court of competent jurisdiction ("**Final Order**") to be arising out of their willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the PI Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the PI Trust.

(c) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the PI Trust or the Beneficial Owners, it is hereby understood and agreed by the Parties that such duties and liabilities are

eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties; provided, however, that with respect to the Trust Indemnified Parties other than the Delaware Trustee the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 4.4 and its subparts.

(d) The PI Trust will maintain appropriate insurance coverage for the protection of the Trust Indemnified Parties, as determined by the Trustee in his or her discretion.

4.5 **Protective Provisions.**

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 4.5.

(b) In the event the Trustee retains counsel (including at the expense of the PI Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. A successor Trustee shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Party or other person may raise any exception to the attorney-client privilege described herein as any such exceptions are hereby waived by all Parties.

(c) No Trust Indemnified Party shall be personally liable under any circumstances, except for his or her own willful misconduct, bad faith, gross negligence or fraud as determined by a Final Order.

(d) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties and powers hereunder.

(e) In the exercise or administration of the Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

4.6 **Indemnification.**

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses (including attorneys' fees and costs but excluding taxes in the nature of income taxes imposed on compensation paid to the Trust Indemnified Parties) in defending any and all

of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the PI Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the PI Trust.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by the PI Trust shall be paid by the PI Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by Final Order that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the PI Trust. The Trustee may, in his or her discretion, authorize an advance of reasonable expenses, costs and fees (including attorneys' fees and costs) to be incurred by or on behalf of the Trust Indemnified Parties, as set forth herein.

(c) The Trustee is authorized, but not required, to purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include insurance with respect to liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust

Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

4.7 **Trustee Independence.** The Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as an officer or as any other professional for the Reorganized Debtors. The Trustee shall not act as an attorney, agent, or other professional for any person who holds a Talc Claim. For the avoidance of doubt, this Section 4.7 shall not be applicable to the Delaware Trustee.

4.8 **No Bond.** Neither the Trustee nor the Delaware Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.9 **Delaware Trustee.**

(a) There shall at all times be a Delaware Trustee to serve in accordance with the requirements of the Act. The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee, and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible to serve as Delaware Trustee in accordance with the provisions of this Section 4.9, it shall resign immediately in the manner and with the effect hereinafter specified in Section 4.9(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Trustee shall have no liability for the acts or omissions of any Delaware Trustee.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Trustee set forth herein. The Delaware Trustee shall be a trustee of the PI Trust for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of the Act and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to accepting legal process served on the PI Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the PI Trust or the Beneficial Owners, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of any Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its willful misconduct, bad faith, gross negligence or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustee or any other person pursuant to the provisions of this Trust Agreement unless the Trustee or such other person shall have offered to the Delaware Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs,

expenses and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Trustee. The Delaware Trustee may, at the expense of the PI Trust, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of Section 4.9(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section 4.9(d) below; provided further that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Trustee. If the Trustee does not act within such sixty (60) day period, the Delaware Trustee, at the expense of the PI Trust, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Trustee, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the PI Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the PI Trust and the Delaware Trustee, which compensation shall be paid by the PI Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Trust Agreement. The terms of this paragraph shall survive termination of this Trust Agreement and/or the earlier resignation or removal of the Delaware Trustee.

(g) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the PI Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of any Trust Asset, written instructions, or any other documents in connection

therewith, and will not be regarded as making, nor be required to make, any representations thereto.

(h) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

ARTICLE V

TRUST ADVISORY COMMITTEE

5.1 **Members.** The TAC shall consist of three (3) members. To the extent that a member of the TAC elects to resign from the TAC in accordance with Section 5.3(b) below or is removed pursuant to Section 5.3(c) below, a successor shall be appointed pursuant to Section 5.4(a).

5.2 **Duties.** The members of the TAC shall serve in a fiduciary capacity, representing the interests of all holders of Talc Claims. The TAC shall have no fiduciary obligations or duties to any party other than the holders of Talc Claims. The Trustee must obtain the consent of the TAC on matters identified in Section 2.2(e) above. Where provided in the TDP, certain other actions by the Trustee are also subject to the consent of the TAC. Except for the duties and obligations expressed in this Trust Agreement and the TDP, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the TAC. To the extent that, at law or in equity, the TAC has duties (including fiduciary duties) and liabilities relating thereto to the PI Trust, the other Parties hereto or any Beneficial Owner of the PI Trust, it is hereby understood and agreed by the other Parties hereto that such duties and liabilities are replaced by the duties and liabilities of the TAC expressly set forth in the Governing Documents.

5.3 **Term of Office.**

(a) Each member of the TAC shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.3(b) below, (iii) his or her removal pursuant to Section 5.3(c) below, or (iv) the termination of the PI Trust pursuant to Section 6.2 below.

(b) A member of the TAC may resign at any time by written notice to the other member of the TAC and the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than thirty (30) days after the date such notice is given, where practicable.

(c) A member of the TAC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal may be made by the recommendation of the remaining member of the TAC with the approval of the Trustee.

5.4 **Appointment of Successors.**

(a) If a member of the TAC dies, resigns pursuant to Section 5.3(b) above, or is removed pursuant to Section 5.3(c) above, the vacancy shall be filled with an individual selected by the remaining TAC members with the approval of the Trustee, provided however, that if the remaining TAC members and the Trustee cannot agree on the successor the matter shall be resolved pursuant to Section 6.12 below.

(b) Each successor TAC member shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.3(b) above, (iii) his or her removal pursuant to Section 5.3(c) above, or (iv) the termination of the PI Trust pursuant to Section 6.2 below.

(c) No successor TAC member shall be liable personally for any act or omission of his or her predecessor TAC member. No successor TAC member shall have any duty to investigate the acts or omissions of his or her predecessor TAC member.

5.5 **Compensation and Expenses of the TAC.** The members of the TAC shall not receive compensation from the PI Trust for their services as TAC members but shall be reimbursed for all reasonable out-of-pocket costs or expenses incurred in connection with the performance of such member's duties hereunder. A description of the amounts paid under this Section 5.5 shall be included in the Annual Report and shall be included in quarterly reports provided to the Reorganized Debtors.

5.6 **No Bond.** The members of the TAC shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

5.7 **Procedures for Obtaining Consent of the TAC**

(a) Where the Trustee is required to obtain the consent of the TAC pursuant to Section 2.2(e) above, the TDP or otherwise, the Trustee shall provide the TAC with a written notice stating that its consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons

why the Trustee desires to take such action. The Trustee shall provide the TAC as much relevant information concerning the proposed action as is reasonably practicable under the circumstances. The Trustee shall also provide the TAC with reasonable access to the professionals or experts retained by the PI Trust and its staff (if any) as the TAC may reasonably request during the time that the Trustee is considering such action, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee. In instances also requiring consent of the Reorganized Debtors, whose consent shall not be unreasonably denied or delayed, such notices and information provided to the TAC shall also be provided to the Reorganized Debtors.

(b) The TAC must consider in good faith and in a timely fashion any request for its consent by the Trustee and must in any event advise the Trustee in writing of its consent or objection to the proposed action within five (5) business days of receiving the original request for consent from the Trustee. The TAC may not withhold its consent unreasonably. If the TAC decides to withhold consent, it must explain in detail its objections to the proposed action. If the TAC does not advise the Trustee in writing of its consent or objections to the proposed action within five (5) days of receiving notice regarding such request, then consent of the TAC to the proposed action shall be deemed to have been affirmatively granted.

(c) If, after following the procedures specified in Section 5.7, the TAC continues to object to the proposed action and to withhold its consent to the proposed action, the Trustee and the TAC shall resolve their dispute pursuant to Section 6.12. The TAC shall bear the burden of proving that it reasonably withheld its consent. If the TAC meets that burden, the PI

Trust shall then bear the burden of showing why it should be permitted to take the proposed action notwithstanding the TAC's reasonable objection.

(d) Action by the TAC shall require the affirmative vote of the majority of the TAC members then in office.

ARTICLE VI

GENERAL PROVISIONS

6.1 **Irrevocability**. To the fullest extent permitted by applicable law, the PI Trust is irrevocable.

6.2 **Term; Termination.**

(a) The term for which the PI Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of this Section 6.2.

(b) The PI Trust shall automatically dissolve as soon as practicable but no later than ninety (90) days after the date on which the Bankruptcy Court approves the dissolution upon the satisfaction of the purposes of the PI Trust, wherein (i) all reasonably expected assets have been collected, (ii) all payments with respect to Talc Claims under Section 3.4 above have been made, (iii) necessary arrangements and reserves have been made to discharge all anticipated remaining obligations and operating expenses in a manner consistent with Governing

Documents, and (iv) a final accounting has been filed and approved by the Bankruptcy Court (the "**Dissolution Date**").

(c) On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the affairs of the PI Trust by the Trustee and payment of all of the PI Trust's liabilities have been provided for as required by applicable law including Section 3808 of the Act, all monies remaining in the PI Trust shall be distributed or disbursed in accordance with Section 3.4.

(d) Following the dissolution and distribution of the assets of the PI Trust, the PI Trust shall terminate, and the Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the PI Trust to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the PI Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. A certified copy of the Certificate of Cancellation shall be given to the Delaware Trustee for its records promptly following such filing.

6.3 **Amendments**. Any amendment to or modification of this Trust Agreement may be made in writing and only pursuant to an order of the Bankruptcy Court; provided, however, the Trustee may amend this Trust Agreement with the unanimous consent of the TAC from time to time without the consent, approval or other authorization of, but with notice to, the Bankruptcy Court, to make: (i) minor modifications or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement; (ii) amendments permitted pursuant to Section 6.1 of the TDP, or (iii) modifications to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any federal, state or foreign governmental entity. Notwithstanding the foregoing, the TDP may be amended in writing by the Trustee with the consent of the TAC without an order of the Bankruptcy Court, provided, however, the amended TDP shall be filed with the Bankruptcy Court within thirty (30) days following the effective date of such amended TDP. Notwithstanding the foregoing, (i) no amendment or modification of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order, other than, with the Reorganized Debtors' consent, to make minor modifications or clarifying amendments as necessary to enable the Trustee to effectuate the provisions of this Trust Agreement; (ii) neither this Trust Agreement, the TDP, nor any Exhibit to this Trust Agreement or the TDP shall be modified or amended in any way that could jeopardize, impair, or modify the PI Trust's Qualified Settlement Fund status under the QSF Regulations; and (iii) any amendment or modification of this Trust Agreement, or Exhibit hereto, or the TDP, or Schedule thereto, affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent. The Trustee shall provide at least ten (10) business days'

written notice to the Reorganized Debtors prior to making any amendment or modification to the Trust Agreement or any Exhibit thereto, or the TDP or any Schedule thereto, and if the Reorganized Debtors reasonably and in good faith advise the Trustee in writing that the proposed amendment or modification affects, directly or indirectly, any right, duty, immunity, interest or liability of the Reorganized Debtors, then the Reorganized Debtors' consent (which shall not be unreasonably denied or delayed) shall be required for such proposed amendment or modification. Any dispute between the Trustee and the Reorganized Debtors with respect to this Section 6.3 shall be resolved by the Bankruptcy Court.

6.4 **Severability**. Should any provision in this Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement.

6.5 **Notices.**

(a) Notices to persons asserting Talc Claims shall be given in accordance with such person's claims form submitted to the PI Trust with respect to his or her Talc Claim.

(b) Any notices or other communications required or permitted hereunder to the following Parties shall be in writing and delivered to the addresses or e-mail addresses designated below, or to such other addresses or e-mail addresses as may hereafter be furnished in writing to each of the other Parties listed below in compliance with the terms hereof.

To the PI Trust

[_____]

With a copy to:

[_____]

To the Delaware Trustee;

[_____]

With a copy to:

[_____]

To the TAC:

[_____]

With a copy to:

[_____]

To the Reorganized Debtors:

[_____]

With a copy to:

[_____]

(c) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses.

6.6 **Successors and Assigns**. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Reorganized Debtors (which shall be a third-party beneficiary hereof), the PI Trust, the TAC, the Delaware Trustee, the Trustee, and their respective successors and assigns, except that neither the PI Trust, the TAC, the Delaware Trustee, nor the Trustee, may assign or otherwise transfer any of their rights or obligations, if any, under this Trust Agreement except in the case of the Delaware Trustee in accordance with Section 4.9(d), and in the case of the Trustee in accordance with Section 4.2(d) above, and in the case of the TAC members in accordance with Section 5.4(b) above.

6.7 **Limitation on Talc Claims Interests for Securities Laws Purposes**. Talc Claims, and any interests therein, (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will, under the laws of descent and distribution or otherwise by operation of law; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest.

6.8 **Exemption from Registration**. The Parties hereto intend that the interests of the Beneficial Owners under this Trust Agreement shall not be "securities" under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute "securities," the Parties hereto intend that the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the beneficial interests in the PI Trust will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

6.9 **Entire Agreement; No Waiver**. The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein (including the TDP), and in the documents referred to herein (including the Plan), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

6.10 **Headings.** The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

6.11 **Governing Law**. The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by the laws of the State of Delaware, and the rights of all Parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the Parties hereto intend that the provisions hereof shall control and there shall not be applicable to the PI Trust, the Trustee, the Delaware Trustee, the TAC, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of Trustee accounts or schedules of Trustee fees and charges; (b) affirmative requirements to post bonds for the Trustee, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to the Trustee, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of the Trustee or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee, the Delaware Trustee, or the TAC, set forth or referenced in this Trust Agreement. Section 3540 of

the Act shall not apply to the PI Trust.

6.12 **Dispute Resolution**.

(a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 6.12 shall be the exclusive mechanism to resolve any dispute arising under or with respect to this Trust Agreement. For the avoidance of doubt, this Section 6.12 shall not apply to the Delaware Trustee or to the Reorganized Debtors in any respect or any dispute with respect to the resolution of Talc Claims which shall be governed exclusively by the TDP. This Section 6.12 shall not apply to any matters as between the GUC Trust or the Trustee, on the one hand, and the PI Trust or the PI Trustee, on the other hand, related to or arising from the GUC Trust/PI Fund Operating Reserve.

(b) **Informal Dispute Resolution**. Any dispute under this Trust Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when a disputing party sends to the counterparty or counterparties a written notice of dispute ("**Notice of Dispute**"). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the Notice of Dispute is received by the counterparty or counterparties, unless that period is modified by written agreement of the disputing party and counterparty or counterparties. If the disputing party and the counterparty or counterparties cannot resolve the dispute by informal negotiations, then the disputing party may invoke the formal dispute resolution procedures as set forth below.

(c) **Formal Dispute Resolution**. The disputing party shall invoke formal dispute resolution procedures, within the time period provided in the preceding subparagraph, by serving on the counterparty or counterparties a written statement of position regarding the matter in dispute ("**Statement of Position**"). The Statement of Position shall include, but need not be limited to, any factual data, analysis or opinion supporting the disputing party's position and any supporting documentation and legal authorities relied upon by the disputing party. Each counterparty shall serve its Statement of Position within thirty (30) days of receipt of the disputing party's Statement of Position, which shall also include, but need not be limited to, any factual data, analysis or opinion supporting the counterparty's position and any supporting documentation and legal authorities relied upon by the counterparty. If the disputing party and the counterparty or counterparties are unable to consensually resolve the dispute within thirty (30) days after the last of all counterparties have served its Statement of Position on the disputing party, the disputing party may file with the Bankruptcy Court a motion for judicial review of the dispute in accordance with Section 6.12(d).

(d) **Judicial Review**. The disputing party may seek judicial review of the dispute by filing with the Bankruptcy Court (or, if the Bankruptcy Court shall not have jurisdiction over such dispute, such court as has jurisdiction pursuant to Section 1.5 above) and serving on the counterparty or counterparties and the Trustee, a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) days of receipt of the last counterparty's Statement of Position pursuant to the preceding subparagraph. The motion shall contain a written statement of the disputing party's position on the matter in dispute,

including any supporting factual data, analysis, opinion, documentation and legal authorities, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly administration of the PI Trust. Each counterparty shall respond to the motion within the time period allowed by the rules of the court, and the disputing party may file a reply memorandum, to the extent permitted by the rules of the court.

6.13 **Effectiveness**. This Trust Agreement shall become effective on the Effective Date.

6.14 **Counterpart Signatures**. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by PDF transmitted by e-mail), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Trust Agreement this ____ day of _____, 2023.

TRUSTEE

_____
Name:

DELAWARE TRUSTEE
[_____]

By:_____
Name:
Title:

TRUST ADVISORY COMMITTEE

_____

_____

EXHIBIT 1

PI TRUST DISTRIBUTION PROCEDURES

EXHIBIT 2

CERTIFICATE OF TRUST OF OLD REVCO TALC PERSONAL INJURY LIQUIDATING TRUST

EXHIBIT 3

INVESTMENT GUIDELINES

In General. Only the following investments will be permitted:

(i) Demand and time deposits, such as certificates of deposit, in banks or other savings institutions whose deposits are federally insured;

(ii) U.S. Treasury bills, bonds, and notes, including, but not limited to, long-term U.S. Treasury bills, bonds, notes, and other Government Securities as defined under Section 2(a)(16) of the Investment Company Act of 1940, 15 U.S.C. § 80a-2(a)(16), including, but not limited to, Fannie Mae, Freddie Mac, Federal Home Loan Bank, and Federal Farm Credit;

(iii) Repurchase agreements for U.S. Treasury bills, bonds, and notes;

(iv) AA or AAA corporate bonds (with the rating awarded by at least two of the three major rating agencies (Standard & Poor's, Moody's, or Fitch)); or

(v) Open-ended mutual funds owning only assets described in subparts (i) through (iv) of this subsection.

The value of bonds of any single company and its affiliates owned by the Trust directly rather than through a mutual fund shall not exceed 10% of the investment portfolio at time of purchase; this restriction does not apply to any of the following: Repurchase Agreements; Money Market Funds; U.S. Treasuries; and U.S. Government Agencies.

Any such investments shall be made consistently with the Uniform Prudent Investor Act. The determination of the rating of any investments shall be made by the Trust's financial advisor on the date of acquisition of any such investment or on the date of re-investment. The Trust's financial advisor shall reconfirm that all investments of Trust Assets still meet the original rating requirement on a quarterly basis. If the Trust's financial advisors determine that any particular investment no longer meets the rating requirement, there shall be a substitution of that investment with an investment that meets the ratings requirement as promptly as practicable, but in no event later than the next reporting period. Previously purchased securities downgraded below AA may be held for a reasonable and prudent period of time if the Trust's financial advisor believes it is in the interest of the Trust to do so.

The borrowing of funds or securities for the purpose of leveraging, shorting, or other investments is prohibited. Investment in non-U.S. dollar denominated bonds is prohibited. The standing default investment instruction for all cash in any account or subaccount that holds any Trust Assets in cash shall be invested in the BlackRock Fed Fund (CUSIP 09248U809).

See example fund-level requirements table on following page.

Fund Level Requirements

1. OTC Derivatives Counterparty Exposure – Not allowed
2. Non-U.S. dollar denominated bonds – Not allowed

TYPE OF INVESTMENT	ELIGIBLE	PROHIBITED	COMMENTS
U.S. Treasury Securities	X		
U.S. Agency Securities	X		
Mortgage-Related Securities		x	
Asset-Backed Securities		x	
Corporate Securities (public)	X		
Municipal bonds	x		
DERIVATIVES:	No investment, including futures, options and other derivatives, may be purchased if its return is directly or indirectly determined by an investment prohibited elsewhere in these guidelines.		
Futures		x	
Options		x	
Currency Forwards		x	
Currency Futures		x	
Currency Options		x	
Currency Swaps		x	
Interest Rate Swaps		x	
Total Return Swaps		x	
Structured Notes		X	
Collateralized Debt Obligations		x	
Credit Default Swaps		X	
Mortgage-Related Derivatives		X	
FOREIGN / NON-U.S. DOLLAR:			
Foreign CDs		X	
Foreign U.S. Dollar Denominated Securities		X	
Non-U.S. Dollar Denominated Bonds		X	
Supranational U.S. Dollar Denominated Securities		X	
COMMINGLED VEHICLES (except STIF):			
Collective Funds		X	
Commingled Trust Funds (open ended mutual funds only)		X	
Common Trust Funds		X	
Registered Investment Companies		X	
MONEY MARKET SECURITIES:			
Qualified STIF		x	
Interest Bearing Bank Obligations Insured by a Federal or State Agency	X		
Commercial Paper		x	
Master Note Agreements and Demand Notes		x	
Repurchase Agreements		x	
OTHER:			
Bank Loans		x	
Convertibles (e.g., Lyons)		x	
Municipal Bonds	X		
Preferred Stock		x	
Private Placements (excluding 144A)	X		
Rule 144A Issues	X		
Zero Coupon Bonds	X		
Commodities		X	

Catastrophe Bonds		X	

Exhibit N-1

GUC Trust Agreement

This **Exhibit N** contains the GUC Trust Agreement. Pursuant to Article IV.R. of the Plan, on the Effective Date, solely in the event that any Class of General Unsecured Claims votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the GUC Trust shall be established in accordance with the GUC Trust Agreement. The GUC Trust Agreement shall be (a) drafted by the Creditors' Committee, (b) in form and substance acceptable to the Debtors and Required Consenting 2020 B-2 Lenders, and (c) in substantially the form included in the Plan Supplement.

The GUC Trust Agreement is in draft form and remains subject to continuing negotiations among Debtors, the Consenting BrandCo Lenders, the Creditors' Committee, and other interested parties with respect thereto.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this **Exhibit N**, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

OLD REVCO GUC TRUST

OLD REVCO GUC TRUST AGREEMENT

Dated as of [ ], 2023

Pursuant to the Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code Dated [ ], 2023

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OLD REVCO GUC TRUST AGREEMENT

This Old Revco GUC Trust Agreement (this "**Trust Agreement**"), dated the date set forth on the signature page hereof and effective as of the Effective Date, is entered into pursuant to the Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code [Docket No. 1507] (as may be further amended or modified, the "**Plan**"),[1] in Case No. 22-10760 (DSJ) in the United States Bankruptcy Court for the Southern District of New York ("**Bankruptcy Court**") by Wilmington Trust, National Association (the "**Delaware Trustee**") and the Trustee identified on the signature pages hereof (the "**Trustee**" and, together with the Delaware Trustee, the "**Parties**").[2]

RECITALS

WHEREAS, the Plan contemplates the creation of the GUC Liquidating Trust (the "**GUC Trust**");

WHEREAS, the Confirmation Order has been entered by the Bankruptcy Court;

WHEREAS, pursuant to the Plan, the GUC Trust is established to liquidate the GUC Trust Assets as set forth in the Plan (the "**Settlement Consideration**") and make distributions ("**GUC Trust Distributions**") to the holders of Allowed Claims in Classes 9(b) and 9(c) (the "**GUC Trust Beneficiaries**" and the interests in the GUC Trust held by such GUC Trust Beneficiaries, the "**GUC Trust Interests**") in accordance with the Plan, the Confirmation Order and this Trust Agreement;

[1] All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Bankruptcy Rules, and such definitions are incorporated herein by reference.

[2] The initial Trustee shall be Alan Halperin.

WHEREAS, the Trustee shall administer the GUC Trust in accordance with the terms of the Plan and this Trust Agreement;

WHEREAS, pursuant to the Plan, the GUC Trust is intended to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, and a "grantor trust" for United States federal income tax purposes, pursuant to Sections 671-679 of the Internal Revenue Code (the "**IRC**"), with the GUC Trust Beneficiaries treated as the grantors of the GUC Trust, except with respect to any Disputed Ownership Fund pursuant to Section 5.3(c).

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

AGREEMENT OF TRUST

1.1 Creation and Name. There is hereby created a trust known as the "Old Revco GUC Liquidating Trust." The Trustee of the GUC Trust may transact the business and affairs of the GUC Trust in the name of the GUC Trust, and references herein to the GUC Trust shall include the Trustee acting on behalf of the GUC Trust. It is the intention of the Parties that the GUC Trust qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations and that this Trust Agreement constitute the governing instrument of the GUC Trust, except with respect to any Disputed Ownership Fund. The Trustee and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as **Exhibit 1**.

1.2 Purposes. The purposes of the GUC Trust are to:

(a) receive the Settlement Consideration pursuant to the terms of the Plan and the Confirmation Order;

(b) hold, manage, protect and invest the Settlement Consideration, together with any income or gain earned thereon and proceeds derived therefrom (collectively, the "**Trust Assets**"), and monetize any non-liquid Trust Assets, in accordance with the terms of the Plan, the Confirmation Order and this Trust Agreement (the "**Governing Documents**") for the benefit of the GUC Trust Beneficiaries, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purposes of the GUC Trust;

(c) administer, dispute, object to, compromise, or otherwise resolve all Non-Qualified Pension Claims, and Trade Claims (the "**Beneficiary Claims**"), *provided* that to the extent set forward in the Plan, the Debtors, with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders and in consultation with the Creditors' Committee, or the Reorganized Debtors, in consultation with the Trustee, may elect to administer, dispute, object to, compromise, or otherwise resolve any such Beneficiary Claim;

(d) commence and pursue the Retained Preference Actions, and manage and administer any proceeds thereof in accordance with the Plan, including, as required under the Plan, transferring 18.77% of all Retained Preference Action Net Proceeds to the Reorganized Debtors, subject to timely receipt of payment instructions therefrom, not later than fifteen (15) business days after the receipt thereof;

(e) hold and maintain the GUC Trust/PI Fund Operating Reserve to pay the GUC Trust/PI Fund Operating Expenses, which reserve shall be (a) funded (i) by the Debtors or the Reorganized Debtors as expressly set forth in the Plan, and (ii) from proceeds of Retained

Preference Actions recovered by the GUC Trust, (b) held in a segregated account and administered by the Trustee for the GUC Trust and as agent for the PI Trust on and after the Effective Date (subject to any agreement reached by the Trustee and the PI Trustee as to how to administer, or as ordered by the Bankruptcy Court), and (c) allocated as between the GUC Trust and the PI Trust by the Trustee and PI Claims Administrator as determined from time to time (or as ordered by the Bankruptcy Court);

(f) satisfy and pay the GUC Trust/PI Fund Operating Expenses from the GUC Trust/PI Fund Operating Reserve in accordance with the Plan and this Trust Agreement;

(g) qualify at all times as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund;

(h) make distributions of Trust Assets to GUC Trust Beneficiaries in accordance with and subject to the terms of this Trust Agreement and the Plan; and

(i) engage in any lawful activity that is appropriate and in furtherance of the purposes of the GUC Trust to the extent consistent with the Plan, the Confirmation Order and this Trust Agreement.

1.3 Transfer of Assets. Pursuant to, and in accordance with Article IV.R of the Plan, the GUC Trust has received the Settlement Consideration to fund the GUC Trust. The Trust Assets and any other assets to be transferred to the GUC Trust under the Plan will be transferred to the GUC Trust free and clear of any liens or other claims by the Debtors, the Reorganized Debtors, any creditor, or other entity. As required under the Plan, the GUC Trust shall

transfer 18.77% of all Retained Preference Action Net Proceeds to the Reorganized Debtors, subject to timely receipt of payment instructions therefrom, within fifteen (15) business days after the receipt thereof.

1.4 Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the GUC Trust, the GUC Trust hereby expressly accepts the transfer to the GUC Trust of the Settlement Consideration in the time and manner as, and subject to the terms, contemplated in the Plan.

(b) In furtherance of the purposes of the GUC Trust, except as otherwise provided in this Trust Agreement or the Plan, the GUC Trust shall have and retain any and all rights and defenses the Debtors had with respect to any Beneficiary Claims immediately before the Effective Date to the extent necessary to administer such Claims in accordance with this Trust Agreement and the Plan.

(c) Notwithstanding anything to the contrary herein, no provision herein shall be construed or implemented in a manner that would cause the GUC Trust to fail to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund.

(d) In this Trust Agreement, the words "must," "will," and "shall" are intended to have the same mandatory force and effect, while the word "may" is intended to be permissive rather than mandatory.

1.5 Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction over the GUC Trust, provided, however, that the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over the GUC Trust.

ARTICLE II

POWERS, TRUST ADMINISTRATION, AND REPORTING

2.1 Powers.

(a) The Trustee is and shall act as a fiduciary to the GUC Trust in accordance with the provisions of this Trust Agreement, the Plan and the Confirmation Order. The Trustee shall, at all times, administer the GUC Trust in accordance with the purposes set forth in Section 1.2 above and the Plan. Subject to the limitations set forth in this Trust Agreement and the Plan, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the GUC Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 2.2 below, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or as otherwise specified herein or in the Plan or the Confirmation Order, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below or by the Plan, the Trustee shall have the power to:

(i) receive and hold the Settlement Consideration and exercise all rights with respect thereto;

(ii) invest the monies held from time to time by the GUC Trust in accordance with the Investment Guidelines pursuant to Section 3.2 below;

(iii) administer the GUC Trust/PI Fund Operating Reserve for the benefit of the GUC Trust, including any Disputed Ownership Fund thereof, and the PI Trust as set forth in the Plan;[3]

(iv) incur expenses and other obligations of the GUC Trust necessary to carry out the purposes of the GUC Trust in accordance with the Plan, and pay or satisfy such obligations from the GUC Trust/PI Fund Operating Reserve as set forth in the Plan;

(v) establish such funds, reserves, and accounts within the GUC Trust, as the Trustee deems useful in carrying out the purposes of the GUC Trust;

(vi) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding, as required to reconcile, administer, or defend against the Beneficiary Claims;

[3] The PI Trust shall periodically provide all invoices or other documentation with respect to its expenses to the Trustee and the Trustee shall timely remit to the PI Trust such amounts solely from the GUC Trust/PI Fund Operating Reserve so as to enable the PI Trust to timely pay its expenses. Nothing in this Trust Agreement shall preclude the Trustee and the PI Trustee from establishing appropriate and efficient cash management/accounting systems which may include the advancement of funds from the GUC Trust/PI Fund Operating Reserve to the PI Trust from time to time.

(vii) establish, supervise, and administer the GUC Trust and make distributions to GUC Trust Beneficiaries pursuant to the terms of this Trust Agreement and the Plan;

(viii) appoint such officers and retain such consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the GUC Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(ix) pay reasonable compensation from the GUC Trust/PI Fund Operating Reserve for any of the GUC Trust's consultants, advisors, independent contractors, experts, and agents for legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the GUC Trust requires;

(x) pay reasonable compensation from the GUC Trust/PI Fund Operating Reserve for the Trustee, the Delaware Trustee, and their employees, consultants, advisors, independent contractors, experts and agents, and reimburse the Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xi) cooperate with the Reorganized Debtors to the extent set forth in the Plan, with respect to all administrative responsibilities that are provided in the Plan and this

Trust Agreement, including the Reorganized Debtors' filing of the applicable operating report and administering the closure of the Chapter 11 Cases;[4]

(xii) enter into such other arrangements with third parties as the Trustee deems useful in carrying out the purposes of the GUC Trust, provided such arrangements do not conflict with any other provision of this Trust Agreement or the Plan;

(xiii) in accordance with Section 4.4 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 4.4 below), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and/or insure its directors, trustees, officers, employees, consultants, advisors, agents, and representatives. No party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which he or she is liable under Section 4.4 below;

(xiv) commence and pursue the Retained Preference Actions, and manage and administer any proceeds thereof in accordance with the Plan; and

(xv) exercise any and all other rights, and take any and all other actions as are permitted, of the Trustee in accordance with the terms of this Trust Agreement and the Plan.

[4] For the avoidance of doubt, the GUC Trust shall not be required to incur any expense arising from the Reorganized Debtors' obligations of filing and/or administering the Chapter 11 Cases; provided that in the event the Reorganized Debtors are prevented from seeking final certification and closing of the Chapter 11 Cases due solely to the activities of and/or by request of the GUC Trust or the PI Trust, any of the Chapter 11 Cases identified by the Trustee and so requested shall remain open, provided further that the GUC Trust and/or the PI Trust, as applicable, shall thereafter be responsible for all statutory fees and any ongoing reporting required (if any) for maintaining the Chapter 11 Cases until such time that the Trustee, by and through appropriate parties and professionals, seeks authority from the Bankruptcy Court to close such Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules.

(d) The GUC Trust shall not have the power to guarantee any debt of other persons.

(e) The Trustee shall endeavor to make timely distributions and not unduly prolong the duration of the GUC Trust.

2.2 General Administration.

(a) The Trustee shall act in accordance with the Governing Documents. In the event of a conflict between the terms of this Trust Agreement and the Plan, the terms of the Plan shall control. For the avoidance of doubt, this Trust Agreement shall be construed and implemented in accordance with the Plan, regardless of whether any provision herein explicitly references the Plan.

(b) The Trustee shall (i) timely file such tax returns and pay any taxes imposed on the GUC Trust in accordance with Section 5.3, (ii) comply with all applicable reporting and withholding obligations in accordance with Section 5.4, (iii) satisfy all requirements necessary to qualify and maintain qualification of the GUC Trust as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund, and (iv) take no action that could cause the GUC Trust to fail to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund.

(c) The Trustee shall be required to obtain the consent of the Reorganized Debtors, which shall not be unreasonably withheld or delayed:

(i) to materially modify the compensation of the Trustee;

(ii) to acquire an interest in and/or merge with and/or contract with another settlement trust; or

(iii) to make any amendment or modification of this Trust Agreement, or Exhibit hereto, that directly or indirectly affects the rights, duties, immunities, interests or liabilities of the Reorganized Debtors, which in each case shall be in accordance with Section 6.3; provided that no such amendment shall be in contravention of the Plan.

(d) Other than the obligations of the Trustee specifically set forth in this Trust Agreement, the Plan, or the Confirmation Order, the Trustee shall have no obligations of any kind or nature with respect to his position as such.

2.3 Reporting.

(a) The Trustee shall timely prepare, file and distribute such statements, reports and submissions to the extent required by applicable law.

(b) The Trustee shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event no later than one hundred and twenty (120) days following the end of each fiscal year, an annual report (the "**Annual Report**") containing special-purpose financial statements of the GUC Trust (including, without limitation, a special-purpose statement of assets, liabilities and net claimants' equity, a special-purpose statement of changes in net claimants' equity and a special-purpose statement of cash flows). The Trustee shall not be required to obtain an audit of the Annual Report by a firm of independent certified public accountants. The

Annual Report shall be made available to the Reorganized Debtors and the GUC Trust Beneficiaries by means of actual notice, provided, however, the Trustee may post the Annual Report on a website maintained by the GUC Trust in lieu of actual notice to each GUC Trust Beneficiary (unless otherwise required by law).

ARTICLE III

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 Accounts.

(a) The Trustee shall maintain one or more accounts (the "**Trust Accounts**") on behalf of the GUC Trust with one or more financial depository institutions (each a "**Financial Institution**").

(b) Candidates for the positions of Financial Institution shall fully disclose to the Trustee any interest in or relationship with the Reorganized Debtors or their affiliated persons. Any such interest or relationship shall not be an automatic disqualification for the position, but the Trustee shall take any such interest or relationship into account in selecting a Financial Institution.

(c) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time, and such successor shall be subject to the considerations set forth in Section 3.1(a) above.

(d) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for distributions to the GUC Trust Beneficiaries

and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the "**Trust Subaccounts**"). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and, except as specifically designated as such in accordance with the provisions of Section 5.3(c) below, are not intended to be subject to separate entity tax treatment as a "disputed claims reserve" or a "disputed ownership fund" within the meaning of the IRC or Treasury Regulations.

3.2 Investment Guidelines.

(a) The Trustee may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as **Exhibit 2** (the "**Investment Guidelines**").

(b) In the event the GUC Trust holds any non-liquid assets, the Trustee shall own, protect, oversee, and monetize such non-liquid assets in accordance with the Governing Documents. This Section 3.2(b) is intended to modify the application to the GUC Trust of the "prudent person" rule, "prudent investor" rule and any other rule of law that would require the Trustee to diversify the Trust Assets.

(c) Cash proceeds received by the GUC Trust in connection with its monetization of the non-liquid Trust Assets shall be invested in accordance with the Investment Guidelines until needed for the purposes of the GUC Trust as set forth in Section 1.2 above.

3.3 Payment of Operating Expenses.

All operating expenses of the GUC Trust shall be paid from the GUC Trust/PI Fund Operating Reserve as provided in the Plan. None of the Trustee, Delaware Trustee, the GUC Trust

Beneficiaries, nor any of their officers, agents, advisors, professionals or employees shall be personally liable for the payment of any operating expense or other liability of the GUC Trust. Except as expressly set forth in the Plan, none of the Debtors or Reorganized Debtors, nor any of their officers, agents, advisors, professionals or employees shall be liable for the payment of any operating expense or other liability of the GUC Trust or the Trustee. To the extent that the Trustee determines that GUC Trust/PI Fund Operating Reserve is likely to incur a cash shortfall prior to the termination and winding up of the GUC Trust and/or the PI Trust (after taking into account additional funding of the GUC Trust/PI Fund Operating Reserve as contemplated by the Plan), the Trustee may determine to establish cash reserves from the corpus of the GUC Trust, which cash reserves shall be allocated equitably to the GUC Trust Beneficiaries by the Trustee in his or her judgment.[5]

3.4 Distributions to GUC Trust Beneficiaries.

(a) The Trustee will make distributions to GUC Trust Beneficiaries in a fair, consistent and equitable manner in accordance with this Trust Agreement, the Plan and the Confirmation Order.

(b) Distributions to GUC Trust Beneficiaries shall be made, as determined by the Trustee in his or her discretion subject to the terms of the Plan, provided, however, the GUC Trust must distribute at least annually to the GUC Trust Beneficiaries its net income plus all net

[5] The Trustee's determination of an anticipated cash shortfall shall take into consideration the GUC Trust/PI Fund Operating Reserves applicable to the PI Trust to the extent appropriate (i.e., to the extent the PI Trustee determines it is likely that the PI Trust shall incur a similar cash shortfall); to the extent appropriate, a cash reserve from the corpus of the PI Trust applicable to a cash shortfall at the PI Trust shall also be allocated equitably to the PI Trust Beneficiaries by the PI Trustee in his or her judgment.

proceeds from the sale of assets, except that the GUC Trust may retain an amount of net proceeds or net income reasonably necessary to maintain the value of its assets or to meet claims and contingent liabilities (including disputed claims).

(c) The GUC Trust may withhold or deduct from amounts distributable to any Person any and all amounts, determined in the Trustee's reasonable sole discretion, required by any law, regulation, rule, ruling, directive, or other governmental requirement (including, without limitation, tax withholding in accordance with Section 5.4 below). Any Trust Assets which are undistributable in accordance with this Section 3.4 as of the termination of the GUC Trust shall (i) revert to the GUC Trust (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary); (ii) the Beneficiary Claim with respect to such undistributable amount shall be released, settled, compromised and forever barred, and (iii) the undistributable amount shall be reallocated to the other Beneficiary Claims, in accordance with provisions of the Plan and this Trust Agreement.

(d) The Trustee may retain a distribution agent for the effective administration and distribution of amounts payable to GUC Trust Beneficiaries; provided, however, that such distribution agent shall have no greater authority than, and shall be subject to the same restrictions as, the Trustee under this Trust Agreement.

(e) Subject to Bankruptcy Rule 9010, any distribution to a GUC Trust Beneficiary shall be made: (1) at the addresses set forth on the respective proofs of Claim filed by such holders; (2) at the address set forth in any written notices of address changes delivered to the Trustee after the date of any related proof of Claim; or (3) at the address reflected in the

schedules if no proof of Claim is filed with the Trustee (as to Beneficiary Claims administered by the GUC Trust) and the Trustee has not received a written notice of a change of address. Except as set forth in the Plan, if any GUC Trust Distribution or other communication from the GUC Trust is returned as undeliverable, no further GUC Trust Distribution shall be made to such holder unless the Trustee is notified in writing of such holder's then current address. Undeliverable GUC Trust Distributions shall remain in the possession of the Trustee until the earlier of (i) such time as a GUC Trust Distribution becomes deliverable or (ii) such undeliverable GUC Trust Distribution becomes an Unclaimed Distribution pursuant to the provisions of the Plan and this Trust Agreement. Except as required by law, the Trustee (or its duly authorized agent) shall have no obligation to locate any GUC Trust Beneficiary.

(f) After final GUC Trust Distributions have been made in accordance with the Plan, the Confirmation Order and this Trust Agreement, and adequate provision has been made for all final obligations of the GUC Trust, the Trustee shall have the authority to direct the remaining Trust Assets to a tax-exempt organization as selected by the Trustee in his or her discretion.

(g) Checks issued to GUC Trust Beneficiaries shall be null and void if not negotiated within one hundred eighty (180) calendar days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Trustee by the GUC Trust Beneficiary to whom such check was originally issued. Any Beneficiary Claim in respect of such a voided check shall be made within one hundred eighty (180) calendar days after the date of issuance of such check. If no request is made as provided in the preceding sentence, the check shall be deemed undistributable and shall be subject to the provisions of Section 3.4(c).

(h) Cash payments to foreign GUC Trust Beneficiaries may be made, at the option of the Trustee, in such funds and by such means as are necessary or customary in the foreign jurisdiction of such foreign holder.

(i) The Trustee shall have the discretion to determine the timing of GUC Trust Distributions in the most efficient and cost-effective manner possible; provided, however, that the Trustee's discretion may not be exercised in a manner inconsistent with any express requirements of the Plan.

(j) Notwithstanding any provision in the Trust Agreement, the Plan or the Confirmation Order to the contrary, the Trustee, in the Trustee's sole discretion, may decline to make any distribution of $100 or less, due to the economic inefficiency of making a distribution of such a *de minimis* amount.

ARTICLE IV

TRUSTEE; DELAWARE TRUSTEE

4.1 Number. In addition to the Delaware Trustee appointed pursuant to Section 4.12 below, there shall be one (1) Trustee who shall be the person named on the signature pages hereof.

4.2 Term of Service.

(a) The Trustee shall serve from the Effective Date until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) below, (iii) his or her removal pursuant to Section 4.2(c) below, or (iv) the termination of the GUC Trust pursuant to Section 6.2 below.

(b) The Trustee may resign at any time upon written notice to the Reorganized Debtors with such notice filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by the Bankruptcy Court in the event the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided the Trustee has received reasonable notice and an opportunity to be heard. Other good cause shall mean (i) fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony, in each case whether or not connected to the GUC Trust, or (ii) a consistent pattern of neglect and failure to perform or participate in performing the duties of Trustee hereunder.

(d) In the event of any vacancy in the office of the Trustee, including the death, resignation or removal of any Trustee, such vacancy shall be filled by the Bankruptcy Court.

(e) Immediately upon the appointment of any successor Trustee pursuant to Section 4.2(d) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in and undertaken by the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No predecessor Trustee shall be liable personally for any act or omission of his or her successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(f) Each successor Trustee shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) above, (iii) his or her removal pursuant to Section 4.2(c) above, and (iv) the termination of the GUC Trust pursuant to Section 6.2 below.

4.3 Compensation and Expenses of the Trustee.

(a) The Trustee shall be compensated for his or her service as Trustee in the amount of $750 per hour for services in 2023 (subject to annual increases consistent with the Trustee's practice), paid monthly.

(b) The GUC Trust will promptly reimburse the Trustee for all reasonable and documented out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his or her duties hereunder. The GUC Trust will reimburse the Trustee for fees and expenses incurred prior to the Effective Date in connection with this Trust Agreement and effectuating a timely, orderly, and efficient transition of duties and obligations to the Trustee as of the Effective Date, (such amount not to exceed $50,000), which shall be paid promptly after the Effective Date.

(c) The GUC Trust shall include in the Annual Report a description of the amounts paid under this Section 4.3. The GUC Trust shall provide quarterly reports to the Reorganized Debtors for a description of the amounts paid under this Section 4.3.

4.4 Standard of Care; Exculpation.

(a) As used herein, the term "**Trust Indemnified Party**" shall mean each of (i) the Trustee, (ii) the Delaware Trustee, and (iii) the officers, employees, consultants, advisors, and agents of each of the GUC Trust and the Trustee.

(b) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted in their capacities as Trust Indemnified Parties, or on behalf of the GUC Trust, except those acts found by a final order of a court of competent jurisdiction ("**Final Order**") to be arising out of their willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the GUC Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or this Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the GUC Trust.

(c) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the GUC Trust or the GUC Trust Beneficiaries, it is hereby understood and agreed by the Parties that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and

liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties; provided, however, that with respect to the Trust Indemnified Parties other than the Delaware Trustee the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 4.4 and its subparts.

(d) The GUC Trust will maintain appropriate insurance coverage for the protection of the Trust Indemnified Parties, as determined by the Trustee in his or her discretion.

4.5 Protective Provisions.

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 4.5.

(b) In the event the Trustee retains counsel (including at the expense of the GUC Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. A successor Trustee shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Party or other person may raise any exception to the attorney-client privilege described herein as any such exceptions are hereby waived by all Parties.

(c) No Trust Indemnified Party shall be personally liable under any circumstances, except for his or her own willful misconduct, bad faith, gross negligence or fraud as determined by a Final Order.

(d) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties and powers hereunder.

(e) In the exercise or administration of the GUC Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

4.6 Indemnification.

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses (including attorneys' fees and costs but excluding taxes in the nature of income taxes imposed on compensation paid to the Trust Indemnified Parties) in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the GUC Trust, and for any

other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Trust Assets.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by the GUC Trust shall be paid by the GUC Trust from the GUC Trust/PI Fund Operating Reserve in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by Final Order that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the GUC Trust. The Trustee may, in his or her discretion, authorize an advance of reasonable expenses, costs and fees (including attorneys' fees and costs) to be incurred by or on behalf of the Trust Indemnified Parties, as set forth herein.

(c) The Trustee is authorized, but not required, to purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include insurance with respect to liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

4.7 Trustee Independence. The Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as an officer or as any other professional for the Reorganized Debtors. The Trustee shall not act as an attorney, agent, or other professional for any GUC Trust Beneficiary or any holder of any Beneficiary Claim. For the avoidance of doubt, this Section 4.7 shall not be applicable to the Delaware Trustee.

4.8 No Bond. Neither the Trustee nor the Delaware Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.9 Burden of Proof. In any proceeding brought by any of the Debtors, or any other person who is bound by this Trust Agreement challenging any action, determination or failure to act of the Trustee in discharge of his or her duties under this Trust Agreement on the basis that

such action, determination or failure constitutes gross negligence, willful misconduct or fraud, the person bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or failure to act constituted gross negligence, willful misconduct, or fraud. Notwithstanding anything to the contrary in this Trust Agreement or any duty otherwise existing at law or equity, each determination, action or failure to act of the Trustee in the discharge of his or her duties under this Trust Agreement is, to the extent consistent with this Trust Agreement, hereby deemed to not constitute a breach of this Trust Agreement or any duty hereunder or existing at law, in equity or otherwise.

4.10 Reliance by the Trustee. The Trustee may absolutely rely, and shall be fully protected in acting or refraining from acting if he or she relies upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that he or she has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of gross negligence, willful misconduct, or fraud in respect of the Trustee's duties as found by a final and non-appealable court of competent jurisdiction, or material breach of this Trust Agreement, the Trustee may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting (or, if applicable, not acting) thereon. The Trustee shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Trust Agreement, the Plan or any other document executed in connection therewith, and the Trustee shall be entitled to rely

upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

4.11 Books and Records. Upon notice to the Reorganized Debtors and the PI Trust, the Trustee shall be free, in his or her discretion to abandon, destroy or otherwise dispose of any books and records in his possession that the Trustee deems not necessary for the continued administration of the Plan and not required to be retained under applicable law, without the need for any order of the Bankruptcy Court, and shall have no liability for same. This notice provision shall not create any right by any third party to access to privileged or confidential information held by the Trust.

4.12 Delaware Trustee.

(a) There shall at all times be a Delaware Trustee to serve in accordance with the requirements of the Act. The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee, and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible to serve as Delaware Trustee in accordance with the provisions of this Section 4.12, it shall resign immediately in the manner and with the effect hereinafter specified in Section 4.12(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Trustee shall have no liability for the acts or omissions of any Delaware Trustee.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Trustee set forth herein.

The Delaware Trustee shall be a trustee of the GUC Trust for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of Chapter 38 of title 12 of the Delaware Code, 12 Del. C. Section 3801 *et seq.* (the "**Act**") and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to accepting legal process served on the GUC Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the GUC Trust or the GUC Trust Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of any Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its willful misconduct, bad faith, gross negligence or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustee or any other person pursuant to the provisions of this Trust Agreement unless the Trustee or such other person shall have offered to the Delaware Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature

that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Trustee. The Delaware Trustee may, at the expense of the GUC Trust, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of Section 4.12(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section 4.12(d) below; provided further that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Trustee. If the Trustee does not act within such sixty (60) day period, the Delaware Trustee, at the expense of the GUC Trust, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the

successor Delaware Trustee to the outgoing Delaware Trustee and the Trustee, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the GUC Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the GUC Trust and the Delaware Trustee, which compensation shall be paid by the GUC Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Trust Agreement. The terms of this paragraph shall survive termination of this Trust Agreement and/or the earlier resignation or removal of the Delaware Trustee.

(g) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the GUC Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of any Trust Asset, written instructions, or any other documents in connection therewith, and will not be regarded as making, nor be required to make, any representations thereto.

(h) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or

communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

ARTICLE V

TAX MATTERS

5.1 Treatment of Settlement Consideration Transfer. For all United States federal income tax purposes, all Parties shall treat the transfer of the Settlement Consideration to the GUC Trust as (i) a transfer of the Settlement Consideration (subject to any obligations related to those assets) directly to the GUC Trust Beneficiaries, followed by (ii) the transfer by such GUC Trust Beneficiaries of such Settlement Consideration to the GUC Trust in exchange for GUC Trust Interests (other than the Trust Assets allocable to Disputed Claims and held as a "disputed ownership fund" within the meaning of Section 1.468B-9 of the Treasury Regulations ("**Disputed Ownership Fund**")). Accordingly, the GUC Trust Beneficiaries shall be treated for United States federal income tax purposes (and, to the extent permitted, for state and local income tax purposes) as the grantors and owners of their respective shares of the Settlement Consideration (other than the Trust Assets allocable to the Disputed Ownership Fund).

5.2 Income Tax Status.

(a) For United States federal income tax purposes (and for purposes of all state, local and other jurisdictions to the extent applicable) and other than as provided pursuant to Section 5.3(c), this GUC Trust shall be treated as a liquidating trust pursuant to Section 301.7701-4(d) of the Treasury Regulations and as a grantor trust pursuant to Sections 671-679 of the IRC. To the

extent consistent with Revenue Procedure 94-45 and not otherwise inconsistent with this Trust Agreement, this Trust Agreement shall be construed so as to satisfy the requirements for liquidating trust status.

(b) The GUC Trust shall at all times to be administered so as to constitute a domestic trust for United States federal income tax purposes.

5.3 Tax Returns.

(a) In accordance with Section 6012 of the IRC and Section 1.671-4(a) of the Treasury Regulations, the Trustee shall file with the IRS annual tax returns for the GUC Trust on Form 1041 as a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations. In addition, the Trustee shall file in a timely manner for the GUC Trust such other tax returns, including any state and local tax returns, as are required by applicable law and pay any taxes shown as due thereon. The GUC Trust's items of taxable income, gain, loss, deduction, and/or credit (other than such items is respect of any assets allocable to, or retained on account of, the Disputed Ownership Fund) will be allocated to the GUC Trust Beneficiaries in accordance with their relative ownership of GUC Trust Interests. Within a reasonable time following the end of the taxable year, the GUC Trust shall send to each GUC Trust Beneficiary a separate statement setting forth such GUC Trust Beneficiary's items of income, gain, loss, deduction or credit and will instruct each such GUC Trust Beneficiary to report such items on his/her applicable income tax return.

(b) The GUC Trust shall be responsible for payment, from the GUC Trust/PI Fund Operating Reserve, of any taxes imposed on the GUC Trust (including any taxes imposed on the Disputed Ownership Fund) or the Trust Assets. In accordance therewith, any taxes imposed

on the Disputed Ownership Fund or its assets will be paid from the GUC Trust/PI Fund Operating Reserve.

(c) The Trustee may timely elect to treat any Trust Assets allocable to Disputed Claims to a Disputed Ownership Fund, and (2) to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a Disputed Ownership Fund election is made, all parties (including the Trustee and the holders of GUC Trust Interests) shall report for U.S. federal, state and local income tax purposes consistently with the foregoing. The GUC Trust shall file all income tax returns with respect to any income attributable to the Disputed Ownership Fund and shall pay from the GUC Trust/PI Fund Operating Reserve all U.S. federal, state and local income taxes attributable to such Disputed Ownership Fund based on the items of income, deduction, credit, or loss allocable thereto.

5.4 Withholding of Taxes and Reporting Related to GUC Trust Operations. The GUC Trust shall comply with all withholding, deduction and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions made by the GUC Trust shall be subject to any applicable withholding, deduction and reporting requirements. The Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with any such withholding, deduction, payment, and reporting requirements. All amounts properly withheld or deducted from distributions to a GUC Trust Beneficiary as required by applicable law and paid over to the applicable taxing authority for the account of such GUC Trust Beneficiary shall be treated as part of the GUC Trust Distribution to such GUC Trust Beneficiary. To the extent that the operation of the GUC Trust or the liquidation of the Trust Assets creates a tax liability imposed on the GUC Trust, the GUC Trust shall timely pay such tax liability and any such payment

shall be considered a cost and expense of the operation of the GUC Trust payable without Bankruptcy Court order. Any federal, state or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All GUC Trust Beneficiaries shall be required to provide any information necessary to effect the withholding and reporting of such taxes. The Trustee may require each GUC Beneficiary to furnish to the Trust (or its designee) its social security number or employer or taxpayer identification number as assigned by the IRS and complete any related documentation (including but not limited to a Form W-8BEN, Form W-8BENE-E, or Form W-9) (the "**Tax Documents**"). The Trustee may condition any and all distributions to any GUC Trust Beneficiary upon the timely receipt of properly executed Tax Documents and receipt of such other documents as the Trustee reasonably requests, and in accordance with the Plan. Notwithstanding any of the foregoing provisions of this Section 5.4, Section V.C of the Plan shall apply to distributions to be made from the GUC Trust that constitute "Wage Distributions" (as defined in the Plan) and for the avoidance of doubt, neither the GUC Trust nor the GUC Trust/PI Fund Operating Reserve shall bear any liability for the employer portion of any payroll taxes applicable to Wage Distributions, which shall be borne by the Reorganized Debtor.

5.5 Valuation. Within 180 days after the Effective Date, the Trustee shall make a good faith valuation of the Trust Assets. Such valuation shall be made available from time to time, to the extent relevant, and used consistently by all parties for all United States federal income tax

purposes. The Trustee also shall file (or cause to be filed) any other statements, returns or disclosures relating to the GUC Trust that are required by any governmental unit.

5.6 Expedited Determination of Taxes. The Trustee may request an expedited determination of taxes of the GUC Trust, under Section 505 of the Bankruptcy Code for all returns filed for, or on behalf of, the GUC Trust for all taxable periods through the termination of the GUC Trust.

ARTICLE VI

GENERAL PROVISIONS

6.1 Irrevocability. To the fullest extent permitted by applicable law, the GUC Trust is irrevocable.

6.2 Term; Termination.

(a) The term for which the GUC Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of this Section 6.2.

(b) The Trustee shall make continuing efforts to monetize any non-liquid Trust Assets.

(c) The Trustee and the GUC Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Trustee determines that the pursuit of additional Retained Preference Actions is not likely to yield sufficient additional Cash to justify further pursuit of such claims, or (b) all distributions of Cash and other Trust Assets required to be made by the Trustee under the Plan and this Trust Agreement have been made in accordance with provisions of the Plan and this

Trust Agreement, provided, however, that in no event shall the GUC Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion made by a party in interest within the six (6) month period prior to such fifth (5th) anniversary (and, in the event of further extension, at least six (6) months prior to the end of any extension period), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the GUC Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on and liquidation of the Trust Assets (the "**Dissolution Date**").

(d) On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the affairs of the GUC Trust by the Trustee and payment of all of the liabilities have been provided for as required by applicable law including Section 3808 of the Act, all monies remaining in the GUC Trust shall be distributed or disbursed in accordance with Section 3.4 and Section 5.3(c) above.

(e) Following the dissolution and distribution of the assets of the GUC Trust, the GUC Trust shall terminate, and the Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the GUC Trust to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the GUC Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. A certified copy of the Certificate of Cancellation shall be given to the Delaware Trustee for its records promptly following such filing.

6.3 Amendments. Any amendment to or modification of this Trust Agreement may be made in writing and only pursuant to an order of the Bankruptcy Court; provided, however, the Trustee may amend this Trust Agreement from time to time without the consent, approval or other authorization of, but with notice to, the Bankruptcy Court, to make: (i) minor modifications or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement; or (ii) modifications to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any federal, state or foreign governmental entity. Notwithstanding the foregoing, no amendment or modification of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order other than, with the Reorganized Debtors' consent, to make minor modifications or clarifying amendments as necessary to enable the Trustee to effectuate the provisions of this Trust Agreement. Notwithstanding the foregoing, neither this Trust Agreement, nor any Exhibit to this Trust Agreement, shall be modified or amended in any way that could jeopardize, impair, or modify the GUC Trust's "liquidating trust" status. Any amendment affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent. The Trustee shall provide at least ten (10) business days' written notice to the Reorganized Debtors prior to making any amendment or modification to the Trust Agreement or any Exhibit thereto, and if the Reorganized Debtors reasonably and in good faith advise the Trustee in writing that the proposed amendment or modification affects, directly or indirectly, any right, duty, immunity, interest or liability of the Reorganized Debtors, then the Reorganized Debtors' consent (which shall not be unreasonably denied or delayed) shall be

required for such proposed amendment or modification. Any dispute between the Trustee and the Reorganized Debtors with respect to this Section 6.3 shall be resolved by the Bankruptcy Court.

6.4 Severability. Should any provision in this Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement.

6.5 Notices.

(a) Notices to GUC Trust Beneficiaries shall be given in accordance with such person's claims form submitted to the GUC Trust.

(b) Any notices or other communications required or permitted hereunder to the following Parties shall be in writing and delivered to the addresses or e-mail addresses designated below, or to such other addresses or e-mail addresses as may hereafter be furnished in writing to each of the other Parties listed below in compliance with the terms hereof.

To the GUC Trust

[_____]

With a copy to:

[_____]

To the Delaware Trustee;

[_____]

With a copy to:

[_____]

To the Reorganized Debtors:

[_____]

With a copy to:

[_____]

(c) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses.

6.6 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Reorganized Debtors (which shall be a third-party beneficiary hereof), the GUC Trust, the Delaware Trustee, the Trustee, and their respective successors and assigns, except that neither the GUC Trust, the Delaware Trustee, nor the Trustee, may assign or otherwise transfer any of their rights or obligations, if any, under this Trust Agreement except in the case of the Delaware Trustee in accordance with Section 4.12 (d), and in the case of the Trustee in accordance with Section 4.2(d) above.

6.7 Limitation on GUC Trust Interests for Securities Laws Purposes. GUC Trust Interest (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will, under the laws of descent and distribution or otherwise by operation of law; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest.

6.8 Exemption from Registration. The Parties hereto intend that the interests of the GUC Trust Beneficiaries under this Trust Agreement shall not be "securities" under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be

determined that any such interests constitute "securities," the Parties hereto intend that the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the GUC Trust Interests will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

6.9 Entire Agreement; No Waiver. The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein, and in the documents referred to herein (including the Plan), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

6.10 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

6.11 Governing Law. The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by the laws of the State of Delaware, and the rights of all Parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the Parties hereto intend that the provisions hereof shall control and there shall not be applicable to the GUC Trust, the Trustee, the Delaware Trustee, or this Trust Agreement, any provision of the

laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of Trustee accounts or schedules of Trustee fees and charges; (b) affirmative requirements to post bonds for the Trustee, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to the Trustee, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of the Trustee or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee or the Delaware Trustee set forth or referenced in this Trust Agreement. Section 3540 of the Act shall not apply to the GUC Trust.

6.12 Dispute Resolution.

(a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 6.12 shall be the exclusive mechanism to resolve any dispute arising under or with respect to this Trust Agreement. For the avoidance of doubt, this Section 6.12 shall not apply to the Delaware Trustee or to the Reorganized Debtors in any respect. This Section 6.12 shall not apply to any matters as between the GUC Trust or Trustee, on the one hand, and the PI Trust or PI Trustee, on the other hand, related to or arising from the GUC Trust/PI Fund Operating Reserve.

(b) **Informal Dispute Resolution**. Any dispute under this Trust Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when a disputing party sends to the counterparty or counterparties a written notice of dispute ("**Notice of Dispute**"). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the Notice of Dispute is received by the counterparty or counterparties, unless that period is modified by written agreement of the disputing party and counterparty or counterparties. If the disputing party and the counterparty or counterparties cannot resolve the dispute by informal negotiations, then the disputing party may invoke the formal dispute resolution procedures as set forth below.

(c) **Formal Dispute Resolution**. The disputing party shall invoke formal dispute resolution procedures, within the time period provided in the preceding subparagraph, by serving on the counterparty or counterparties a written statement of position regarding the matter in dispute ("**Statement of Position**"). The Statement of Position shall include, but need not be limited to, any factual data, analysis or opinion supporting the disputing party's position and any supporting documentation and legal authorities relied upon by the disputing party. Each counterparty shall serve its Statement of Position within thirty (30) days of receipt of the disputing party's Statement of Position, which shall also include, but need not be limited to, any factual data, analysis or opinion supporting the counterparty's position and any supporting documentation and legal authorities relied upon by the counterparty. If the disputing party and the counterparty or counterparties are unable to consensually resolve the dispute within thirty (30) days after the last of all counterparties have served its Statement of Position on the disputing party, the disputing

party may file with the Bankruptcy Court a motion for judicial review of the dispute in accordance with Section 6.12(d) below.

(d) **Judicial Review**. The disputing party may seek judicial review of the dispute by filing with the Bankruptcy Court (or, if the Bankruptcy Court shall not have jurisdiction over such dispute, such court as has jurisdiction pursuant to Section 1.5 above) and serving on the counterparty or counterparties and the Trustee, a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) days of receipt of the last counterparty's Statement of Position pursuant to the preceding subparagraph. The motion shall contain a written statement of the disputing party's position on the matter in dispute, including any supporting factual data, analysis, opinion, documentation and legal authorities, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly administration of the GUC Trust. Each counterparty shall respond to the motion within the time period allowed by the rules of the court, and the disputing party may file a reply memorandum, to the extent permitted by the rules of the court.

6.13 Effectiveness. This Trust Agreement shall become effective on the Effective Date.

6.14 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by PDF transmitted by e-mail), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Trust Agreement this ____ day of _____, 2023.

TRUSTEE

_____
Name:

DELAWARE TRUSTEE
[_____]

By:_____
Name:
Title:

EXHIBIT 1

CERTIFICATE OF TRUST OF THE OLD REVCO GUC TRUST

EXHIBIT 2

INVESTMENT GUIDELINES

Consistent with the provisions of Rev. Proc. 94-45 and notwithstanding any other provision of the Trust Agreement, the investment powers of the Trustee, other than those reasonably necessary to maintain the value of the assets and to further the liquidating purpose of the trust, must be limited to powers to invest in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary, liquid investments, such as Treasury bills.

Exhibit N-2

Blackline comparison to
GUC Trust Agreement as filed on March 16, 2023

~~REVLON~~OLD REVCO GUC TRUST

~~REVLON~~OLD REVCO GUC TRUST AGREEMENT

Dated as of [ ], 2023

Pursuant to the ~~First~~Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code Dated [ ], 2023

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Draft ~~3/16/23~~3/28/23

~~REVLON~~OLD REVCO GUC TRUST AGREEMENT

This ~~Revlon~~Old Revco GUC Trust Agreement (this "**Trust Agreement**"), dated the date set forth on the signature page hereof and effective as of the Effective Date, is entered into pursuant to the ~~First~~Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code [Docket No. 1507] (as may be further amended or modified, the "**Plan**"),[1] in Case No. 22-10760 (DSJ) in the United States Bankruptcy Court for the Southern District of New York ("**Bankruptcy Court**") by ~~[~~Wilmington Trust, National Association~~]~~ (the "**Delaware Trustee**") and the Trustee identified on the signature pages hereof (the "**Trustee**" and, together with the Delaware Trustee, the "**Parties**").[2]

RECITALS

WHEREAS, the Plan contemplates the creation of the GUC Liquidating Trust (the "**GUC Trust**");

WHEREAS, the Confirmation Order has been entered by the Bankruptcy Court;

WHEREAS, pursuant to the Plan, the GUC Trust is established to liquidate the GUC Trust Assets as set forth in the Plan (the "**Settlement Consideration**") and make distributions ("**GUC Trust Distributions**") to the holders of Allowed Claims in Classes 9(b)~~,~~ and 9(c)~~, and 9(d)[3] Claims~~ (the "**GUC Trust Beneficiaries**" and the interests in the GUC Trust held by such

[1] All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Bankruptcy Rules, and such definitions are incorporated herein by reference.

[2] The initial Trustee shall be Alan Halperin.

~~[3] [NTD: To be updated to include only accepting classes.]~~

GUC Trust Beneficiaries, the "**GUC Trust Interests**") in accordance with the Plan, the Confirmation Order and this Trust Agreement;

~~**WHEREAS**, the GUC Trust shall establish a segregated account to administer distributions to the eligible holders in Class 9(d) holding a "Hair Straightening Claim"[4] to be administered in accordance with the provisions of Exhibit 3 of this Trust Agreement;~~[5]

WHEREAS, the Trustee shall administer the GUC Trust in accordance with the terms of the Plan and this Trust Agreement;

WHEREAS, pursuant to the Plan, the GUC Trust is intended to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, and a "grantor trust" for United States federal income tax purposes, pursuant to Sections 671-679 of the Internal Revenue Code (the "**IRC**"), with the GUC Trust Beneficiaries treated as the grantors of the GUC Trust, except ~~in each case as modified by the provisions of **Exhibit 3** hereto~~ with respect to ~~the segregated account to be established for the eligible holders of Allowed Hair Straightening Claims and~~ any Disputed Ownership Fund pursuant to Section 5.3(c).

NOW, THEREFORE, it is hereby agreed as follows:

~~[4] "Hair Straightening Claim" means a prepetition Claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors alleging prepetition claims arising out of or related to the alleged use of or exposure to chemical hair straightening or relaxing products produced, manufactured, or sold by Revlon, Inc. or its affiliated Debtors, including without limitation those hair straightening or relaxing products marketed under the brands "Crème of Nature", "African Pride," "French Perm," "Fabulaxer," "Revlon Professional," "Revlon Realistic," "Herbarich," or "All Ways Natural Relaxer" that arose, or is deemed to have arisen, prior to June 15, 2022 (the "Petition Date"), no matter how remote, contingent, unliquidated, manifested or unmanifested.~~

~~[5] [NTD: Subject to Plan acceptance by Class 9(d).]~~

ARTICLE I

AGREEMENT OF TRUST

1.1 Creation and Name. There is hereby created a trust known as the "~~Revlon~~Old Revco GUC Liquidating Trust." The Trustee of the GUC Trust may transact the business and affairs of the GUC Trust in the name of the GUC Trust, and references herein to the GUC Trust shall include the Trustee acting on behalf of the GUC Trust. It is the intention of the Parties that the GUC Trust qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations and that this Trust Agreement constitute the governing instrument of the GUC Trust, except ~~in each case as modified by the provisions of **Exhibit 3** hereto with respect to the segregated account to be established for the eligible holders of Hair Straightening Claims and~~ with respect to any Disputed Ownership Fund. The Trustee and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as **Exhibit 1**.

1.2 Purposes. The purposes of the GUC Trust are to:

(a) receive the Settlement Consideration pursuant to the terms of the Plan and the Confirmation Order;

(b) hold, manage, protect and invest the Settlement Consideration, together with any income or gain earned thereon and proceeds derived therefrom (collectively, the "**Trust Assets**"), and monetize any non-liquid Trust Assets, in accordance with the terms of the Plan, the Confirmation Order and this Trust Agreement (the "**Governing Documents**") for the benefit of

the GUC Trust Beneficiaries, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purposes of the GUC Trust;

(c) administer, dispute, object to, compromise, or otherwise resolve all Non-Qualified Pension Claims, and Trade Claims ~~and Other General Unsecured Claims~~ (the "**Beneficiary Claims**") ~~(*provided, however*, with respect to Hair Straightening Claims only to the extent set forth in the Plan and **Exhibit 3** hereto)~~[6]~~;~~, *provided* that to the extent set forward in the Plan, the Debtors, with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders and in consultation with the Creditors' Committee, or the Reorganized Debtors, in consultation with the Trustee, may elect to administer, dispute, object to, compromise, or otherwise resolve any such Beneficiary Claim;

(d) commence and pursue the Retained Preference Actions, and manage and administer any proceeds thereof in accordance with the Plan~~;~~, including, as required under the Plan, transferring 18.77% of all Retained Preference Action Net Proceeds to the Reorganized Debtors, subject to timely receipt of payment instructions therefrom, not later than fifteen (15) business days after the receipt thereof;

(e) hold and maintain the GUC Trust/PI Fund Operating Reserve to pay the GUC Trust/PI Fund Operating Expenses, which reserve shall be (a) funded (i) by the Debtors or the Reorganized Debtors as expressly set forth in the Plan, and (ii) from proceeds of Retained Preference Actions recovered by the GUC Trust, (b) held in a segregated account and

[6] ~~[NTD: To be updated to include only accepting classes.]~~

administered by the Trustee for the GUC Trust and as agent for the PI Trust on and after the Effective Date (subject to any agreement reached by the Trustee and the PI Trustee as to how to administer, or as ordered by the Bankruptcy Court), and (c) allocated as between the GUC Trust and the PI Trust by the Trustee and PI Claims Administrator as determined from time to time (or as ordered by the Bankruptcy Court);

(f) satisfy and pay the GUC Trust/PI Fund Operating Expenses from the GUC Trust/PI Fund Operating Reserve in accordance with the Plan and this Trust Agreement;

(g) qualify at all times as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except ~~as modified by the provisions of **Exhibit 3** hereto with respect to the segregated account to be established for eligible holders of Hair Straightening Claims and~~ with respect to any Disputed Ownership Fund;

(h) make distributions of Trust Assets to GUC Trust Beneficiaries in accordance with and subject to the terms of this Trust Agreement and the Plan; and

~~(i) establish the segregated account for eligible holders of Hair Straightening Claims, fund such segregated account and make distributions to such holders in accordance with the provisions of **Exhibit 3** hereto and cause such segregated account to qualify as a QSF (as defined in **Exhibit 3**); and~~

(i) ~~(j)~~ engage in any lawful activity that is appropriate and in furtherance of the purposes of the GUC Trust to the extent consistent with the Plan, the Confirmation Order and this Trust Agreement.

1.3 Transfer of Assets. Pursuant to, and in accordance with Article IV.R of the Plan, the GUC Trust has received the Settlement Consideration to fund the GUC Trust. The Trust Assets and any other assets to be transferred to the GUC Trust under the Plan will be transferred to the GUC Trust free and clear of any liens or other claims by the Debtors, the Reorganized Debtors, any creditor, or other entity.[7] As required under the Plan, the GUC Trust shall transfer 18.77% of all Retained Preference Action Net Proceeds to the Reorganized Debtors, subject to timely receipt of payment instructions therefrom, within fifteen (15) business days after the receipt thereof.

1.4 Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the GUC Trust, the GUC Trust hereby expressly accepts the transfer to the GUC Trust of the Settlement Consideration in the time and manner as, and subject to the terms, contemplated in the Plan.

(b) In furtherance of the purposes of the GUC Trust, except as otherwise provided in this Trust Agreement or the Plan, the GUC Trust shall have and retain any and all rights and defenses the Debtors had with respect to any Beneficiary Claims ~~(provided, however, with respect to Hair Straightening Claims only to the extent set forth in the Plan and **Exhibit 3** hereto) [~~immediately before the Effective Date to the extent necessary to administer such Claims in accordance with this Trust Agreement and the Plan.~~]~~

[7] ~~[NTD: If any or all of 9(b), 9(c), and 9(d) is a rejecting class, there will need to be provision for the GUC Trust to deliver the corresponding class allocation to the Reorganized Debtors.]~~

(c) Notwithstanding anything to the contrary herein, no provision herein shall be construed or implemented in a manner that would cause the GUC Trust to fail to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except ~~as modified by the provisions of **Exhibit 3** hereto with respect to the segregated account to be established for eligible holders of Hair Straightening Claims and~~ with respect to any Disputed Ownership Fund.

(d) In this Trust Agreement, the words "must," "will," and "shall" are intended to have the same mandatory force and effect, while the word "may" is intended to be permissive rather than mandatory.

1.5 Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction over the GUC Trust ~~(including the QSF Account)~~, provided, however, that the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over the GUC Trust ~~(including the QSF Account)~~.

ARTICLE II

POWERS, TRUST ADMINISTRATION, AND REPORTING

2.1 Powers.

(a) The Trustee is and shall act as a fiduciary to the GUC Trust in accordance with the provisions of this Trust Agreement, the Plan and the Confirmation Order. The Trustee shall, at all times, administer the GUC Trust in accordance with the purposes set forth in Section 1.2 above and the Plan. Subject to the limitations set forth in this Trust Agreement and the Plan,

the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the GUC Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 2.2 below, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or as otherwise specified herein or in the Plan or the Confirmation Order, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below or by the Plan, the Trustee shall have the power to:

(i) receive and hold the Settlement Consideration and exercise all rights with respect thereto;

(ii) invest the monies held from time to time by the GUC Trust in accordance with the Investment Guidelines pursuant to Section 3.2 below;

(iii) administer the GUC Trust/PI Fund Operating Reserve for the benefit of the GUC Trust, including any Disputed Ownership Fund thereof ~~and the QSF Account~~, and the PI Trust as set forth in the Plan;[8][3]

[8][3] The PI Trust shall periodically provide all invoices or other documentation with respect to its expenses to the ~~GUC Administrator~~Trustee and the ~~GUC Administrator~~Trustee shall timely remit to the PI Trust such amounts solely from the GUC Trust/PI Fund Operating Reserve so as to enable the PI Trust to timely pay its expenses. Nothing in this Trust Agreement shall preclude the Trustee and the PI Trustee from establishing appropriate and efficient cash management/accounting systems which may include the advancement of funds from the GUC Trust/PI Fund Operating Reserve to the PI Trust from time to time.

(iv) incur expenses and other obligations of the GUC Trust necessary to carry out the purposes of the GUC Trust in accordance with the Plan, and pay or satisfy such obligations from the GUC Trust/PI Fund Operating Reserve as set forth in the Plan;

(v) establish such funds, reserves, and accounts within the GUC Trust, as the Trustee deems useful in carrying out the purposes of the GUC Trust;

(vi) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding, as required to reconcile, administer, or defend against the Beneficiary Claims;

(vii) establish, supervise, and administer the GUC Trust and make distributions to GUC Trust Beneficiaries pursuant to the terms of this Trust Agreement and the Plan;

(viii) appoint such officers and retain such consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the GUC Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(ix) pay reasonable compensation from the GUC Trust/PI Fund Operating Reserve for any of the GUC Trust's consultants, advisors, independent contractors,

experts, and agents for legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the GUC Trust requires;

(x) pay reasonable compensation from the GUC Trust/PI Fund Operating Reserve for the Trustee, the Delaware Trustee, and their employees, consultants, advisors, independent contractors, experts and agents, and reimburse the Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xi) ~~undertake,~~cooperate with ~~the cooperation of~~ the Reorganized Debtors to the extent set forth in the Plan, with respect to all administrative responsibilities that are provided in the Plan and this Trust Agreement, including the Reorganized Debtors' filing of the applicable operating report and administering the closure of the Chapter 11 Cases~~, which reports shall be delivered to the Reorganized Debtors~~;[4]

(xii) enter into such other arrangements with third parties as the Trustee deems useful in carrying out the purposes of the GUC Trust, provided such arrangements do not conflict with any other provision of this Trust Agreement or the Plan;

[4] For the avoidance of doubt, the GUC Trust shall not be required to incur any expense arising from the Reorganized Debtors' obligations of filing and/or administering the Chapter 11 Cases; provided that in the event the Reorganized Debtors are prevented from seeking final certification and closing of the Chapter 11 Cases due solely to the activities of and/or by request of the GUC Trust or the PI Trust, any of the Chapter 11 Cases identified by the Trustee and so requested shall remain open, provided further that the GUC Trust and/or the PI Trust, as applicable, shall thereafter be responsible for all statutory fees and any ongoing reporting required (if any) for maintaining the Chapter 11 Cases until such time that the Trustee, by and through appropriate parties and professionals, seeks authority from the Bankruptcy Court to close such Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules.

(xiii) in accordance with Section 4.4 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 4.4 below), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and/or insure its directors, trustees, officers, employees, consultants, advisors, agents, and representatives. No party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which he or she is liable under Section 4.4 below;

(xiv) commence and pursue the Retained Preference Actions, and manage and administer any proceeds thereof in accordance with the Plan; and

~~(xv) establish and administer the segregated account to be established for eligible holders of Hair Straightening Claims in accordance with the provisions of **Exhibit 3** hereto; and~~

(xv) ~~(xvi)~~ exercise any and all other rights, and take any and all other actions as are permitted, of the Trustee in accordance with the terms of this Trust Agreement and the Plan.

(d) The GUC Trust shall not have the power to guarantee any debt of other persons.

(e) The Trustee shall endeavor to make timely distributions and not unduly prolong the duration of the GUC Trust.

2.2 General Administration.

(a) The Trustee shall act in accordance with the Governing Documents. In the event of a conflict between the terms of this Trust Agreement and the Plan, the terms of the Plan shall control. For the avoidance of doubt, this Trust Agreement shall be construed and implemented in accordance with the Plan, regardless of whether any provision herein explicitly references the Plan.

(b) The Trustee shall (i) timely file such tax returns and pay any taxes imposed on the GUC Trust in accordance with Section 5.3, (ii) comply with all applicable reporting and withholding obligations in accordance with Section 5.4, (iii) satisfy all requirements necessary to qualify and maintain qualification of the GUC Trust as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except ~~as provided pursuant to **Exhibit 3** hereof with respect to the QSF Account and as provided under Section 5.3(c)~~ with respect to any Disputed Ownership Fund, and (iv) take no action that could cause the GUC Trust to fail to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except ~~as provided pursuant to **Exhibit 3** hereof with respect to the QSF Account and as provided under Section 5.3(c)~~ with respect to any Disputed Ownership Fund. ~~Notwithstanding the foregoing, the Trustee shall take such actions as set forth on **Exhibit 3** hereto with respect to the segregated account to be established for the eligible holders of Hair Straightening Claims.~~

(c) The Trustee shall be required to obtain the consent of the Reorganized Debtors, which shall not be unreasonably withheld or delayed:

(i) to materially modify the compensation of the Trustee;

(ii) to acquire an interest in and/or merge with and/or contract with another settlement trust; or

(iii) to make any amendment or modification of this Trust Agreement, or Exhibit hereto, that directly or indirectly affects the rights, duties, immunities, interests or liabilities of the Reorganized Debtors, which in each case shall be in accordance with Section 6.3; provided that no such amendment shall be in contravention of the Plan.

(d) Other than the obligations of the Trustee specifically set forth in this Trust Agreement, the Plan, or the Confirmation Order, the Trustee shall have no obligations of any kind or nature with respect to his position as such.

2.3 Reporting.

(a) The Trustee shall timely prepare, file and distribute such statements, reports and submissions to the extent required by applicable law.

(b) The Trustee shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event no later than one hundred and twenty (120) days following the end of each fiscal year, an annual report (the "**Annual Report**") containing special-purpose financial statements of the GUC Trust (including, without limitation, a

special-purpose statement of assets, liabilities and net claimants' equity, a special-purpose statement of changes in net claimants' equity and a special-purpose statement of cash flows). The Trustee shall not be required to obtain an audit of the Annual Report by a firm of independent certified public accountants. The Annual Report shall be made available to the Reorganized Debtors and the GUC Trust Beneficiaries by means of actual notice, provided, however, the Trustee may post the Annual Report on a website maintained by the GUC Trust in lieu of actual notice to each GUC Trust Beneficiary (unless otherwise required by law).

ARTICLE III

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 Accounts.

(a) The Trustee shall maintain one or more accounts (the "**Trust Accounts**") on behalf of the GUC Trust with one or more financial depository institutions (each a "**Financial Institution**"). ~~The Trustee shall maintain a segregated account to be administered in accordance with the provisions of **Exhibit 3** hereto for the eligible holders of eligible holders of Hair Straightening Claims.~~

(b) Candidates for the positions of Financial Institution shall fully disclose to the Trustee any interest in or relationship with the Reorganized Debtors or their affiliated persons. Any such interest or relationship shall not be an automatic disqualification for the position, but the Trustee shall take any such interest or relationship into account in selecting a Financial Institution.

(c) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time, and such successor shall be subject to the considerations set forth in Section 3.1(a) above.

(d) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for distributions to the GUC Trust Beneficiaries and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the "**Trust Subaccounts**"). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and, except as specifically designated as such in accordance with the provisions of Section 5.3(c) below, are not intended to be subject to separate entity tax treatment as a "disputed claims reserve" or a "disputed ownership fund" within the meaning of the IRC or Treasury Regulations.

3.2 Investment Guidelines.

(a) The Trustee may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as **Exhibit 2** (the "**Investment Guidelines**").

(b) In the event the GUC Trust holds any non-liquid assets, the Trustee shall own, protect, oversee, and monetize such non-liquid assets in accordance with the Governing Documents. This Section 3.2(b) is intended to modify the application to the GUC Trust of the "prudent person" rule, "prudent investor" rule and any other rule of law that would require the Trustee to diversify the Trust Assets.

(c) Cash proceeds received by the GUC Trust in connection with its monetization of the non-liquid Trust Assets shall be invested in accordance with the Investment Guidelines until needed for the purposes of the GUC Trust as set forth in Section 1.2 above.

3.3 Payment of Operating Expenses.

All operating expenses of the GUC Trust shall be paid from the GUC Trust/PI Fund Operating Reserve as provided in the Plan. None of the Trustee, Delaware Trustee, the GUC Trust Beneficiaries, nor any of their officers, agents, advisors, professionals or employees shall be personally liable for the payment of any operating expense or other liability of the GUC Trust. Except as expressly set forth in the Plan, none of the Debtors or Reorganized Debtors, nor any of their officers, agents, advisors, professionals or employees shall be liable for the payment of any operating expense or other liability of the GUC Trust or the Trustee. To the extent that the Trustee determines that GUC Trust/PI Fund Operating Reserve is likely to incur a cash shortfall prior to the termination and winding up of the GUC Trust and/or the PI Trust (after taking into account additional funding of the GUC Trust/PI Fund Operating Reserve as contemplated by the Plan), the Trustee may determine to establish cash reserves from the corpus of the GUC Trust, which cash reserves shall be allocated equitably to the GUC Trust Beneficiaries by the Trustee in his or her judgment.[5]

[5] The Trustee's determination of an anticipated cash shortfall shall take into consideration the GUC Trust/PI Fund Operating Reserves applicable to the PI Trust to the extent appropriate (i.e., to the extent the PI Trustee determines it is likely that the PI Trust shall incur a similar cash shortfall); to the extent appropriate, a cash reserve from the corpus of the PI Trust applicable to a cash shortfall at the PI Trust shall also be allocated equitably to the PI Trust Beneficiaries by the PI Trustee in his or her judgment.

3.4 Distributions to GUC Trust Beneficiaries.

(a) The Trustee will make distributions to GUC Trust Beneficiaries in a fair, consistent and equitable manner in accordance with this Trust Agreement, the Plan and the Confirmation Order.

(b) Distributions to GUC Trust Beneficiaries shall be made, as determined by the Trustee in his or her discretion subject to the terms of the Plan, provided, however, the GUC Trust must distribute at least annually to the GUC Trust Beneficiaries its net income plus all net proceeds from the sale of assets, except that the GUC Trust may retain an amount of net proceeds or net income reasonably necessary to maintain the value of its assets or to meet claims and contingent liabilities (including disputed claims).

(c) The GUC Trust may withhold or deduct from amounts distributable to any Person any and all amounts, determined in the Trustee's reasonable sole discretion, required by any law, regulation, rule, ruling, directive, or other governmental requirement (including, without limitation, tax withholding in accordance with Section 5.4 below). Any Trust Assets which are undistributable in accordance with this Section 3.4 as of the termination of the GUC Trust shall (i) revert to the GUC Trust (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary); (ii) the Beneficiary Claim with respect to such undistributable amount shall be released, settled, compromised and forever barred, and (iii) the undistributable amount shall be reallocated to the other Beneficiary Claims, in accordance with provisions of the Plan and this Trust Agreement.

(d) The Trustee may retain a distribution agent for the effective administration and distribution of amounts payable to GUC Trust Beneficiaries; provided, however, that such distribution agent shall have no greater authority than, and shall be subject to the same restrictions as, the Trustee under this Trust Agreement.

(e) Subject to Bankruptcy Rule 9010, any distribution to a GUC Trust Beneficiary shall be made: (1) at the addresses set forth on the respective proofs of Claim filed by such holders; (2) at the address set forth in any written notices of address changes delivered to the Trustee after the date of any related proof of Claim; or (3) at the address reflected in the schedules if no proof of Claim is filed with the Trustee (as to Beneficiary Claims administered by the GUC Trust) and the Trustee has not received a written notice of a change of address. Except as set forth in the Plan, if any GUC Trust Distribution or other communication from the GUC Trust is returned as undeliverable, no further GUC Trust Distribution shall be made to such holder unless the Trustee is notified in writing of such holder's then current address. Undeliverable GUC Trust Distributions shall remain in the possession of the Trustee until the earlier of (i) such time as a GUC Trust Distribution becomes deliverable or (ii) such undeliverable GUC Trust Distribution becomes an Unclaimed Distribution pursuant to the provisions of the Plan and this Trust Agreement. Except as required by law, the Trustee (or its duly authorized agent) shall have no obligation to locate any GUC Trust Beneficiary.

(f) After final GUC Trust Distributions have been made in accordance with the Plan, the Confirmation Order and this Trust Agreement, and adequate provision has been made for all final obligations of the GUC Trust, the Trustee shall have the authority to direct

the remaining Trust Assets to a tax-exempt organization as selected by the Trustee in his or her discretion.

(g) Checks issued to GUC Trust Beneficiaries shall be null and void if not negotiated within one hundred eighty (180) calendar days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Trustee by the GUC Trust Beneficiary to whom such check was originally issued. Any Beneficiary Claim in respect of such a voided check shall be made within one hundred eighty (180) calendar days after the date of issuance of such check. If no request is made as provided in the preceding sentence, the check shall be deemed undistributable and shall be subject to the provisions of Section 3.4(c).

(h) Cash payments to foreign GUC Trust Beneficiaries may be made, at the option of the Trustee, in such funds and by such means as are necessary or customary in the foreign jurisdiction of such foreign holder.

(i) The Trustee shall have the discretion to determine the timing of GUC Trust Distributions in the most efficient and cost-effective manner possible; provided, however, that the Trustee's discretion may not be exercised in a manner inconsistent with any express requirements of the Plan.

(j) Notwithstanding any provision in the Trust Agreement, the Plan or the Confirmation Order to the contrary, the Trustee, in the Trustee's sole discretion, may decline to

make any distribution of $100 or less, due to the economic inefficiency of making a distribution of such a *de minimis* amount.

ARTICLE IV

TRUSTEE; DELAWARE TRUSTEE

4.1 Number. In addition to the Delaware Trustee appointed pursuant to Section ~~4.9~~4.12 below, there shall be one (1) Trustee who shall be the person named on the signature pages hereof.

4.2 Term of Service.

(a) The Trustee shall serve from the Effective Date until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) below, (iii) his or her removal pursuant to Section 4.2(c) below, or (iv) the termination of the GUC Trust pursuant to Section 6.2 below.

(b) The Trustee may resign at any time upon written notice to the Reorganized Debtors with such notice filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by the Bankruptcy Court in the event the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided the Trustee has received reasonable notice and an opportunity to be heard. Other good cause shall mean (i) fraud,

self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony, in each case whether or not connected to the GUC Trust, or (ii) a consistent pattern of neglect and failure to perform or participate in performing the duties of Trustee hereunder.

(d) In the event of any vacancy in the office of the Trustee, including the death, resignation or removal of any Trustee, such vacancy shall be filled by the Bankruptcy Court.

(e) Immediately upon the appointment of any successor Trustee pursuant to Section 4.2(d) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in and undertaken by the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No predecessor Trustee shall be liable personally for any act or omission of his or her successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(f) Each successor Trustee shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) above, (iii) his or her removal pursuant to Section 4.2(c) above, and (iv) the termination of the GUC Trust pursuant to Section 6.2 below.

4.3 Compensation and Expenses of the Trustee.

(a) The Trustee shall be compensated for his or her service as Trustee in the amount of $750 per hour for services in 2023 (subject to annual increases consistent with the Trustee's practice), paid monthly.

(b) The GUC Trust will promptly reimburse the Trustee for all reasonable and documented out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his or her duties hereunder. The GUC Trust will reimburse the Trustee for fees and expenses incurred prior to the Effective Date in connection with this Trust Agreement and effectuating a timely, orderly, and efficient transition of duties and obligations to the Trustee as of the Effective Date, (such amount not to exceed $50,000), which shall be paid promptly after the Effective Date.

(c) The GUC Trust shall include in the Annual Report a description of the amounts paid under this Section 4.3. The GUC Trust shall provide quarterly reports to the Reorganized Debtors for a description of the amounts paid under this Section 4.3.

4.4 Standard of Care; Exculpation.

(a) As used herein, the term "**Trust Indemnified Party**" shall mean each of (i) the Trustee, (ii) the Delaware Trustee, and (iii) the officers, employees, consultants, advisors, and agents of each of the GUC Trust and the Trustee.

(b) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted in their capacities as Trust Indemnified Parties, or on behalf of the GUC Trust, except those acts found by a final order of a court of competent jurisdiction ("**Final Order**") to be arising out of their willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or

inactions in their capacity as Trust Indemnified Parties, or on behalf of the GUC Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or this Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the GUC Trust.

(c) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the GUC Trust or the GUC Trust Beneficiaries, it is hereby understood and agreed by the Parties that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties; provided, however, that with respect to the Trust Indemnified Parties other than the Delaware Trustee the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 4.4 and its subparts.

(d) The GUC Trust will maintain appropriate insurance coverage for the protection of the Trust Indemnified Parties, as determined by the Trustee in his or her discretion.

4.5 Protective Provisions.

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 4.5.

(b) In the event the Trustee retains counsel (including at the expense of the GUC Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. A successor Trustee shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Party or other person may raise any exception to the attorney-client privilege described herein as any such exceptions are hereby waived by all Parties.

(c) No Trust Indemnified Party shall be personally liable under any circumstances, except for his or her own willful misconduct, bad faith, gross negligence or fraud as determined by a Final Order.

(d) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties and powers hereunder.

(e) In the exercise or administration of the GUC Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

4.6 Indemnification.

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses (including attorneys' fees and costs but excluding taxes in the nature of income taxes imposed on compensation paid to the Trust Indemnified Parties) in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the GUC Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Trust Assets.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by the GUC Trust shall be paid by the GUC Trust from the GUC Trust/PI Fund Operating Reserve in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by Final Order that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the GUC Trust. The Trustee may, in his or her discretion, authorize an advance of reasonable expenses, costs and fees (including attorneys' fees and costs) to be incurred by or on behalf of the Trust Indemnified Parties, as set forth herein.

(c) The Trustee is authorized, but not required, to purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include insurance with respect to liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified

Party hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

4.7 Trustee Independence. The Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as an officer or as any other professional for the Reorganized Debtors. The Trustee shall not act as an attorney, agent, or other professional for any GUC Trust Beneficiary or any holder of any Beneficiary Claim. For the avoidance of doubt, this Section 4.7 shall not be applicable to the Delaware Trustee.

4.8 No Bond. Neither the Trustee nor the Delaware Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.9 Burden of Proof. In any proceeding brought by any of the Debtors, or any other person who is bound by this Trust Agreement challenging any action, determination or failure to act of the Trustee in discharge of his or her duties under this Trust Agreement on the basis that such action, determination or failure constitutes gross negligence, willful misconduct or fraud, the person bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or failure to act constituted gross negligence, willful misconduct, or fraud. Notwithstanding anything to the contrary in this Trust Agreement or any duty otherwise existing at law or equity, each determination, action or failure to act of the Trustee in the discharge of his or her duties under this Trust Agreement is, to the extent consistent with this Trust Agreement, hereby deemed to not constitute a breach of this Trust Agreement or any duty hereunder or existing at law, in equity or otherwise.

4.10 Reliance by the Trustee. The Trustee may absolutely rely, and shall be fully protected in acting or refraining from acting if he or she relies upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that he or she has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of gross negligence, willful misconduct, or fraud in respect of the Trustee's duties as found by a final and non-appealable court of competent jurisdiction, or material breach of this Trust Agreement, the Trustee may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting (or, if applicable, not acting) thereon. The Trustee shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Trust Agreement, the Plan or any other document executed in connection therewith, and the Trustee shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

4.11 Books and Records. Upon notice to the Reorganized Debtors and the PI Trust, the Trustee shall be free, in his or her discretion to abandon, destroy or otherwise dispose of any books and records in his possession that the Trustee deems not necessary for the continued administration of the Plan and not required to be retained under applicable law, without the need for any order of the Bankruptcy Court, and shall have no liability for same. This notice provision shall not create any right by any third party to access to privileged or confidential information held by the Trust.

4.12 ~~4.9~~ Delaware Trustee.

(a) There shall at all times be a Delaware Trustee to serve in accordance with the requirements of the Act. The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee, and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible to serve as Delaware Trustee in accordance with the provisions of this Section ~~4.9~~4.12, it shall resign immediately in the manner and with the effect hereinafter specified in Section ~~4.9~~4.12(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Trustee shall have no liability for the acts or omissions of any Delaware Trustee.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Trustee set forth herein. The Delaware Trustee shall be a trustee of the GUC Trust for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of Chapter 38 of title 12 of the Delaware Code, 12 Del. C. Section 3801 *et seq.* (the "**Act**") and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to accepting legal process served on the GUC Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the GUC Trust or the GUC Trust Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of any Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its willful misconduct, bad faith, gross negligence or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustee or any other person pursuant to the provisions of this Trust Agreement unless the Trustee or such other person shall have offered to the Delaware Trustee

security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Trustee. The Delaware Trustee may, at the expense of the GUC Trust, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of Section ~~4.9~~4.12(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section ~~4.9~~4.12(d) below; provided further that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Trustee. If the Trustee does not act within such sixty (60) day period, the Delaware Trustee, at the expense of the GUC Trust, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Trustee, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the GUC Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the GUC Trust and the Delaware Trustee, which compensation shall be paid by the GUC Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Trust Agreement. The terms of this paragraph shall survive termination of this Trust Agreement and/or the earlier resignation or removal of the Delaware Trustee.

(g) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the GUC Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of any Trust Asset, written instructions, or any other

documents in connection therewith, and will not be regarded as making, nor be required to make, any representations thereto.

(h) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

ARTICLE V

TAX MATTERS

~~This Article V shall not apply to the segregated account to be administered in accordance with the provisions of **Exhibit 3** hereto for the eligible holders of Hair Straightening Claim and any reference to the settlement consideration contained in this Article V shall exclude any portion of the Settlement Consideration allocable to such segregated account.~~

5.1 Treatment of Settlement Consideration Transfer. For all United States federal income tax purposes, all Parties shall treat the transfer of the Settlement Consideration to the GUC Trust as (i) a transfer of the Settlement Consideration (subject to any obligations related to those assets) directly to the GUC Trust Beneficiaries, followed by (ii) the transfer by such GUC Trust Beneficiaries of such Settlement Consideration to the GUC Trust in exchange for GUC Trust Interests (other than the Trust Assets allocable to Disputed Claims and held as a "disputed ownership fund" within the meaning of Section 1.468B-9 of the Treasury Regulations ("**Disputed Ownership Fund**")). Accordingly, the GUC Trust Beneficiaries shall be treated for United States federal income tax purposes (and, to the extent permitted, for state and local income tax purposes) as the grantors and owners of their respective shares of the Settlement Consideration (other than the Trust Assets allocable to the Disputed Ownership Fund).

5.2 Income Tax Status.

(a) For United States federal income tax purposes (and for purposes of all state, local and other jurisdictions to the extent applicable) and other than as provided pursuant to Section 5.3(c) ~~and **Exhibit 3** hereof~~, this GUC Trust shall be treated as a liquidating trust pursuant to Section 301.7701-4(d) of the Treasury Regulations and as a grantor trust pursuant to Sections 671-679 of the IRC. To the extent consistent with Revenue Procedure 94-45 and not otherwise inconsistent with this Trust Agreement, this Trust Agreement shall be construed so as to satisfy the requirements for liquidating trust status.

(b) ~~Subject to **Exhibit 3** hereof, the~~The GUC Trust shall at all times to be administered so as to constitute a domestic trust for United States federal income tax purposes.

5.3 Tax Returns.

(a) In accordance with Section 6012 of the IRC and Section 1.671-4(a) of the Treasury Regulations, the Trustee shall file with the IRS annual tax returns for the GUC Trust on Form 1041 as a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations. In addition, the Trustee shall file in a timely manner for the GUC Trust such other tax returns, including any state and local tax returns, as are required by applicable law and pay any taxes shown as due thereon. The GUC Trust's items of taxable income, gain, loss, deduction, and/or credit (other than such items is respect of any assets allocable to, or retained on account of, the Disputed Ownership Fund) will be allocated to the GUC Trust Beneficiaries in accordance with their relative ownership of GUC Trust Interests. Within a reasonable time following the end of the taxable year, the GUC Trust shall send to each GUC Trust Beneficiary a separate statement setting forth such GUC Trust Beneficiary's items of income, gain, loss, deduction or credit and will instruct each such GUC Trust Beneficiary to report such items on his/her applicable income tax return.

(b) The GUC Trust shall be responsible for payment, from the GUC Trust/PI Fund Operating Reserve, of any taxes imposed on the GUC Trust (including any taxes imposed on the Disputed Ownership Fund) or the Trust Assets. In accordance therewith, any taxes

imposed on the Disputed Ownership Fund or its assets will be paid from the GUC Trust/PI Fund Operating Reserve.

(c) The Trustee may timely elect to treat any Trust Assets allocable to Disputed Claims to a Disputed Ownership Fund, and (2) to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a Disputed Ownership Fund election is made, all parties (including the Trustee and the holders of GUC Trust Interests) shall report for U.S. federal, state and local income tax purposes consistently with the foregoing. The GUC Trust shall file all income tax returns with respect to any income attributable to the Disputed Ownership Fund and shall pay from the GUC Trust/PI Fund Operating Reserve all U.S. federal, state and local income taxes attributable to such Disputed Ownership Fund based on the items of income, deduction, credit, or loss allocable thereto.

5.4 Withholding of Taxes and Reporting Related to GUC Trust Operations. The GUC Trust shall comply with all withholding, deduction and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions made by the GUC Trust shall be subject to any applicable withholding, deduction and reporting requirements. The Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with any such withholding, deduction, payment, and reporting requirements. All amounts properly withheld or deducted from distributions to a GUC Trust Beneficiary as required by applicable law and paid over to the applicable taxing authority for the account of such GUC Trust Beneficiary shall be treated as part of the GUC Trust Distribution to such GUC Trust Beneficiary. To the extent that the operation of the GUC Trust or the liquidation of the Trust Assets creates a tax liability imposed on the GUC Trust, the GUC Trust shall timely pay such tax liability and any such payment shall be considered a cost and expense of the operation of the GUC Trust payable without Bankruptcy Court order. Any federal, state or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All GUC Trust Beneficiaries shall be required to provide any information necessary to effect the withholding and reporting of such taxes. The Trustee may require each GUC Beneficiary to furnish to the Trust (or its designee) its social security number or employer or taxpayer identification number as assigned by the IRS and complete any related documentation (including but not limited to a Form W-8BEN, Form W-8BENE-E, or Form W-9) (the "**Tax Documents**"). The Trustee may condition any and all distributions to any GUC Trust Beneficiary upon the timely receipt of properly executed Tax Documents and receipt of such other documents as the Trustee reasonably requests, and in accordance with the Plan.

Notwithstanding any of the foregoing provisions of this Section 5.4, Section V.C of the Plan shall apply to distributions to be made from the GUC Trust that constitute "Wage Distributions" (as defined in the Plan) and for the avoidance of doubt, neither the GUC Trust nor the GUC Trust/PI Fund Operating Reserve shall bear any liability for the employer portion of any payroll taxes applicable to Wage Distributions, which shall be borne by the Reorganized Debtor.

5.5 Valuation. Within 180 days after the Effective Date, the Trustee shall make a good faith valuation of the Trust Assets. Such valuation shall be made available from time to time, to the extent relevant, and used consistently by all parties for all United States federal income tax purposes. The Trustee also shall file (or cause to be filed) any other statements, returns or disclosures relating to the GUC Trust that are required by any governmental unit.

5.6 Expedited Determination of Taxes. The Trustee may request an expedited determination of taxes of the GUC Trust, under Section 505 of the Bankruptcy Code for all returns filed for, or on behalf of, the GUC Trust for all taxable periods through the termination of the GUC Trust.

ARTICLE VI

GENERAL PROVISIONS

6.1 Irrevocability. To the fullest extent permitted by applicable law, the GUC Trust is irrevocable.

6.2 Term; Termination.

(a) The term for which the GUC Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of this Section 6.2.

(b) The Trustee shall make continuing efforts to monetize any non-liquid Trust Assets.

(c) The Trustee and the GUC Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Trustee determines that the pursuit of additional Retained Preference Actions is not likely to yield sufficient additional Cash to justify further pursuit of such claims, or (b) all distributions of Cash and other Trust Assets required to be made by the Trustee under the Plan and this Trust Agreement have been made in accordance with provisions of the Plan and this Trust Agreement, provided, however, that in no event shall the GUC Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion made by a party in interest within the six (6) month period prior to such fifth (5th) anniversary (and, in the event of further extension, at least six (6) months prior to the end of any extension period), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the GUC Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on and liquidation of the Trust Assets (the "**Dissolution Date**"). ~~The proviso of the preceding sentence shall not apply to the segregated account to be administered in accordance with **Exhibit 3** hereto for the eligible holders of Hair Straightening Claims, and the Dissolution Date of the GUC Trust solely with~~

~~respect to such segregated account shall be in accordance with the provisions of **Exhibit 3** hereto.~~

(d) On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the affairs of the GUC Trust by the Trustee and payment of all of the liabilities have been provided for as required by applicable law including Section 3808 of the Act, all monies remaining in the GUC Trust shall be distributed or disbursed in accordance with Section 3.4 and Section 5.3(c) above.

(e) Following the dissolution and distribution of the assets of the GUC Trust, the GUC Trust shall terminate, and the Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the GUC Trust to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the GUC Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. A certified copy of the Certificate of Cancellation shall be given to the Delaware Trustee for its records promptly following such filing.

6.3 **Amendments**. Any amendment to or modification of this Trust Agreement may be made in writing and only pursuant to an order of the Bankruptcy Court; provided, however, the Trustee may amend this Trust Agreement from time to time without the consent, approval or other authorization of, but with notice to, the Bankruptcy Court, to make: (i) minor modifications or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement; or (ii) modifications to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any federal, state or foreign governmental entity. Notwithstanding the foregoing, no amendment or modification of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order other than, with the Reorganized Debtors' consent, to make minor modifications or clarifying amendments as necessary to enable the Trustee to effectuate the provisions of this Trust Agreement. Notwithstanding the foregoing, neither this Trust Agreement, nor any Exhibit to this Trust Agreement, shall be modified or amended in any way that could jeopardize, impair, or modify the GUC Trust's "liquidating trust" status. Any amendment affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent. The Trustee shall provide at least ten (10) business days' written notice to the Reorganized Debtors prior to making any amendment or modification to the Trust Agreement or any Exhibit thereto, and if the Reorganized Debtors reasonably and in good faith advise the Trustee in writing that the proposed amendment or modification affects, directly or indirectly, any right, duty, immunity, interest or liability of the Reorganized Debtors, then the Reorganized Debtors' consent (which shall not be unreasonably denied or delayed) shall be required for such proposed amendment or modification. Any dispute

between the Trustee and the Reorganized Debtors with respect to this Section 6.3 shall be resolved by the Bankruptcy Court.

6.4 Severability. Should any provision in this Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement.

6.5 Notices.

(a) Notices to GUC Trust Beneficiaries shall be given in accordance with such person's claims form submitted to the GUC Trust.

(b) Any notices or other communications required or permitted hereunder to the following Parties shall be in writing and delivered to the addresses or e-mail addresses designated below, or to such other addresses or e-mail addresses as may hereafter be furnished in writing to each of the other Parties listed below in compliance with the terms hereof.

To the GUC Trust

[_____]

With a copy to:

[_____]

To the Delaware Trustee;

[_____]

With a copy to:

[_____]

To the Reorganized Debtors:

[_____]

With a copy to:

[_____]

(c) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses.

6.6 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Reorganized Debtors (which shall be a third-party beneficiary hereof), the GUC Trust, the Delaware Trustee, the Trustee, and their respective successors and assigns, except that neither the GUC Trust, the Delaware Trustee, nor the Trustee, may assign or otherwise transfer any of their rights or obligations, if any, under this Trust Agreement except in the case of the Delaware Trustee in accordance with Section 4.12 (d), and in the case of the Trustee in accordance with Section 4.2(d) above.

6.7 Limitation on GUC Trust Interests for Securities Laws Purposes. GUC Trust Interest (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will, under the laws of descent and distribution or otherwise by operation of law; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest.

6.8 Exemption from Registration. The Parties hereto intend that the interests of the GUC Trust Beneficiaries under this Trust Agreement shall not be "securities" under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute "securities," the Parties hereto intend that the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the GUC Trust Interests will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

6.9 Entire Agreement; No Waiver. The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein, and in the documents referred to herein (including the Plan), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

6.10 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

6.11 **Governing Law**. The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by the laws of the State of Delaware, and the rights of all Parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the Parties hereto intend that the provisions hereof shall control and there shall not be applicable to the GUC Trust, the Trustee, the Delaware Trustee, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of Trustee accounts or schedules of Trustee fees and charges; (b) affirmative requirements to post bonds for the Trustee, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to the Trustee, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of the Trustee or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee or the Delaware Trustee set forth or referenced in this Trust Agreement. Section 3540 of the Act shall not apply to the GUC

Trust.

6.12 Dispute Resolution.

(a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 6.12 shall be the exclusive mechanism to resolve any dispute arising under or with respect to this Trust Agreement. For the avoidance of doubt, this Section 6.12 shall not apply to the Delaware Trustee or to the Reorganized Debtors ~~or any dispute with respect to the resolution of or any distribution on account of Hair Straightening Claims which shall be governed exclusively by the Plan and the provisions of **Exhibit 3** hereto, as applicable.~~in any respect. This Section 6.12 shall not apply to any matters as between the GUC Trust or Trustee, on the one hand, and the PI Trust or PI Trustee, on the other hand, related to or arising from the GUC Trust/PI Fund Operating Reserve.

(b) **Informal Dispute Resolution**. Any dispute under this Trust Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when a disputing party sends to the counterparty or counterparties a written notice of dispute ("**Notice of Dispute**"). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the Notice of Dispute is received by the counterparty or counterparties, unless that period is modified by written agreement of the disputing party and counterparty or counterparties. If the disputing party and the counterparty or counterparties cannot resolve the dispute by informal negotiations, then the disputing party may invoke the formal dispute resolution procedures as set forth below.

(c) **Formal Dispute Resolution**. The disputing party shall invoke formal dispute resolution procedures, within the time period provided in the preceding subparagraph, by serving on the counterparty or counterparties a written statement of position regarding the matter in dispute ("**Statement of Position**"). The Statement of Position shall include, but need not be limited to, any factual data, analysis or opinion supporting the disputing party's position and any supporting documentation and legal authorities relied upon by the disputing party. Each counterparty shall serve its Statement of Position within thirty (30) days of receipt of the disputing party's Statement of Position, which shall also include, but need not be limited to, any factual data, analysis or opinion supporting the counterparty's position and any supporting documentation and legal authorities relied upon by the counterparty. If the disputing party and the counterparty or counterparties are unable to consensually resolve the dispute within thirty (30) days after the last of all counterparties have served its Statement of Position on the disputing party, the disputing party may file with the Bankruptcy Court a motion for judicial review of the dispute in accordance with Section 6.12(d) below.

(d) **Judicial Review**. The disputing party may seek judicial review of the dispute by filing with the Bankruptcy Court (or, if the Bankruptcy Court shall not have jurisdiction over such dispute, such court as has jurisdiction pursuant to Section 1.5 above) and serving on the counterparty or counterparties and the Trustee, a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) days of receipt of the last counterparty's Statement of Position pursuant to the preceding subparagraph. The motion shall contain a written statement of the disputing party's position on the matter in dispute, including any supporting factual data, analysis, opinion, documentation and legal authorities, and

shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly administration of the GUC Trust. Each counterparty shall respond to the motion within the time period allowed by the rules of the court, and the disputing party may file a reply memorandum, to the extent permitted by the rules of the court.

6.13 Effectiveness. This Trust Agreement shall become effective on the Effective Date.

6.14 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by PDF transmitted by e-mail), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Trust Agreement this ____ day of _____, 2023.

TRUSTEE

_____
Name:

DELAWARE TRUSTEE
[_____]

By:_____
Name:
Title:

EXHIBIT 1

CERTIFICATE OF TRUST OF THE ~~REVLON~~OLD REVCO GUC TRUST

EXHIBIT 2

INVESTMENT GUIDELINES

Consistent with the provisions of Rev. Proc. 94-45 and notwithstanding any other provision of the Trust Agreement, the investment powers of the ~~trustee~~Trustee, other than those reasonably necessary to maintain the value of the assets and to further the liquidating purpose of the trust, must be limited to powers to invest in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary, liquid investments, such as Treasury bills.

~~**In General**. Only the following investments will be permitted:~~

~~(i) Demand and time deposits, such as certificates of deposit, in banks or other savings institutions whose deposits are federally insured;~~

~~(ii) U.S. Treasury bills, bonds, and notes, including, but not limited to, long-term U.S. Treasury bills, bonds, notes, and other Government Securities as defined under Section 2(a)(16) of the Investment Company Act of 1940, 15 U.S.C. § 80a-2(a)(16), including, but not limited to, Fannie Mae, Freddie Mac, Federal Home Loan Bank, and Federal Farm Credit;~~

~~(iii) Repurchase agreements for U.S. Treasury bills, bonds, and notes;~~

~~(iv) AA or AAA corporate bonds (with the rating awarded by at least two of the three major rating agencies (Standard & Poor's, Moody's, or Fitch); or~~

~~(v) Open-ended mutual funds owning only assets described in subparts (i) through (iv) of this subsection.~~

~~The value of bonds of any single company and its affiliates owned by the Trust directly rather than through a mutual fund shall not exceed 10% of the investment portfolio at time of purchase; this restriction does not apply to any of the following: Repurchase Agreements; Money Market Funds; U.S. Treasuries; and U.S. Government Agencies.~~

~~Any such investments shall be made consistently with the Uniform Prudent Investor Act. The determination of the rating of any investments shall be made by the Trust's financial advisor on the date of acquisition of any such investment or on the date of re-investment. The Trust's financial advisor shall reconfirm that all investments of Trust Assets still meet the original rating requirement on a quarterly basis. If the Trust's financial advisors determine that any particular investment no longer meets the rating requirement, there shall be a substitution of that investment with an investment that meets the ratings requirement as promptly as practicable, but in no event later than the next reporting period. Previously purchased securities downgraded below AA may be held for a reasonable and prudent period of time if the Trust's financial advisor believes it is in the interest of the Trust to do so.~~

~~The borrowing of funds or securities for the purpose of leveraging, shorting, or other investments is prohibited. Investment in non-U.S. dollar denominated bonds is prohibited. The~~

~~standing default investment instruction for all cash in any account or subaccount that holds any Trust Assets in cash shall be invested in the BlackRock Fed Fund (CUSIP 09248U809).~~

~~See example fund-level requirements table on following page.~~

Fund Level Requirements

1. OTC Derivatives Counterparty Exposure – Not allowed
2. Non-U.S. dollar denominated bonds – Not allowed

TYPE OF INVESTMENT	ELIGIBLE	PROHIBITED	COMMENTS
U.S. Treasury Securities	X		
U.S. Agency Securities	X		
Mortgage-Related Securities		x	
Asset-Backed Securities		x	
Corporate Securities (public)	X		
Municipal bonds	x		
DERIVATIVES:	No investment, including futures, options and other derivatives, may be purchased if its return is directly or indirectly determined by an investment prohibited elsewhere in these guidelines.		
Futures		x	
Options		x	
Currency Forwards		x	
Currency Futures		x	
Currency Options		x	
Currency Swaps		x	
Interest Rate Swaps		x	
Total Return Swaps		x	
Structured Notes		X	
Collateralized Debt Obligations		x	
Credit Default Swaps		X	
Mortgage-Related Derivatives		X	
FOREIGN / NON-U.S. DOLLAR:			
Foreign CDs		X	
Foreign U.S. Dollar Denominated Securities		X	
Non-U.S. Dollar Denominated Bonds		X	
Supranational U.S. Dollar Denominated Securities		X	
COMMINGLED VEHICLES (except STIF):			
Collective Funds		X	
Commingled Trust Funds (open ended mutual funds only)		X	
Common Trust Funds		X	
Registered Investment Companies		X	
MONEY MARKET SECURITIES:			
Qualified STIF		x	
Interest Bearing Bank Obligations Insured by a Federal or State Agency	X		
Commercial Paper		x	
Master Note Agreements and Demand Notes		x	
Repurchase Agreements		x	
OTHER:			
Bank Loans		x	
Convertibles (e.g., Lyons)		x	
Municipal Bonds	X		
Preferred Stock		x	
Private Placements (excluding 144A)	X		
Rule 144A Issues	X		
Zero Coupon Bonds	X		

Commodities		x	
Catastrophe Bonds		x	

EXHIBIT 3

ADMINISTRATION OF HAIR STRAIGHTENING CLAIMS

1. The Trustee shall establish a segregated account ("**QSF Account**") to administer distributions to the eligible holders of Allowed Hair Straightening Claims. The QSF Account shall be funded from the Other General Unsecured Settlement Distribution on the Effective Date with the sum of $[ ].

2. Hair Straightening Claims shall be administered as provided in the Plan. The Trustee shall implement distribution procedures to the eligible holders of Allowed Hair Straightening Claims in an equitable manner and on a *pro rata* basis consistent with the Plan and the Confirmation Order. The Trustee may, but shall not be required to, seek Bankruptcy Court approval of the eligible holders of Allowed Hair Straightening Claims. [Alternatively, the Trustee may seek the direction of the Bankruptcy Court with respect to the manner of implementing distributions to the eligible holders of Allowed Hair Straightening Claims.]

3. The QSF Account is intended to constitute a "qualified settlement fund" ("**QSF**") within the meaning of Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the IRC (the "**QSF Regulations**"), and, to the extent permitted under applicable law, for state and local income tax purposes. The QSF Account shall remain subject to the continuing jurisdiction of the Bankruptcy Court. The Trustee shall obtain a separate taxpayer identification number for the QSF Account.

4. The expenses (including any taxes) of maintaining and administering the QSF Account shall be charged to the QSF Account.

5. No provision of the Trust Agreement or this **Exhibit 3** shall be construed or implemented in a manner that would cause the segregated account to fail to qualify as a QSF within the meaning of the QSF Regulations.

6. The Trustee shall be the "administrator" of the QSF Account within the meaning of Treasury Regulation Section 1.468B-2(k)(3) and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the QSF Account out of the QSF Account, and (ii) comply with all applicable tax reporting and withholding obligations (including as permitted under Section 5.4 of the Trust Agreement).

~~7. Following the Effective Date, the Trustee shall be responsible for all of the QSF Account's tax matters, including, without limitation, tax audits, claims, defenses and proceedings. The Trustee shall be responsible for causing the QSF Account to satisfy all requirements necessary to qualify and maintain qualification as a qualified settlement fund within the meaning of the QSF Regulations and shall take no action that could cause the QSF Account to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.~~

~~8. Notwithstanding anything set forth in the Trust Agreement or this **Exhibit 3** to the contrary, none of the Trust Agreement, this **Exhibit 3** nor any document related thereto shall be modified or amended in any way that could jeopardize or impair the QSF Account's status as a qualified settlement fund within the meaning of the QSF Regulations.~~

~~9. Revlon, Inc. shall be the "transferor" to the QSF Account within the meaning of the QSF Regulations and shall comply with the requirements of a "transferor" as set forth in the QSF Regulations.~~

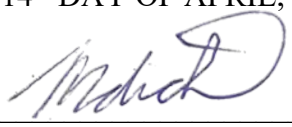
~~10. Except as expressly provided otherwise in the Trust Agreement, nothing in this **Exhibit 3** shall be deemed to modify or nullify the provisions of the Trust Agreement with respect to the Trustee's administration of the QSF Account.~~

~~11. The QSF Account shall terminate as of the date on which the Bankruptcy Court approves the dissolution upon the satisfaction of the purposes of the QSF Account.~~

~~64990843 v4-WorkSiteUS-038528/0001~~

TAB Q

THIS IS **EXHIBIT "Q"** REFERRED TO IN THE AFFIDAVIT OF ROBERT M. CARUSO, SWORN BEFORE ME OVER VIDEO CONFERENCE THIS 14th DAY OF APRIL, 2023.



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)

SUPPLEMENTAL DECLARATION OF JAMES DALOIA OF KROLL RESTRUCTURING ADMINISTRATION LLC REGARDING THE SOLICITATION OF VOTES AND TABULATION OF BALLOTS CAST ON THE FIRST AMENDED JOINT PLAN OF REORGANIZATION OF REVLON, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

I, James Daloia, declare under the penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Senior Director of Restructuring Administration and Issuer Services at Kroll Restructuring Administration LLC ("Kroll"), located at 55 East 52nd Street, 17th Floor, New York, New York 10055. I am over the age of eighteen years and not a party to the above-captioned action.

2. On March 23, 2023, I submitted the Initial Declaration of James Daloia of Kroll Restructuring Administration LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy [Docket No. 1664] (the "Initial Declaration") with respect to the solicitation of votes and initial tabulation of Ballots cast on the First Amended Joint

[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: 55 Water Street, 43rd Floor, New York, NY 10041-0004.

Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, dated February 21, 2023 [Pages 4-114 of Docket No. 1507] (including any exhibits and schedules thereto and as may be amended, supplemented, or modified from time to time, the "Plan")2. Since the filing of the Initial Voting Declaration, Kroll finalized the tabulation of Ballots cast on the Plan, including any Ballots cast on account of Voting Hair Straightening Claims (as defined in the Supplemental Hair Straightening Bar Date Order) which were received after the March 20, 2023 4:00 P.M. (prevailing Eastern Time) Voting Deadline, but before March 23, 2023 at 4:00 P.M. (prevailing Eastern Time). I submit this declaration (the "Declaration") with respect to the solicitation of votes and the final tabulation of Ballots cast on the Plan, and this Declaration replaces and supersedes the Initial Vote Declaration in its entirety.

3. Except as otherwise noted, all facts set forth herein are based on my personal knowledge, knowledge that I acquired from individuals under my supervision, knowledge obtained from the Debtors or their counsel, and my review of relevant documents. I am authorized to submit this Declaration on behalf of Kroll. If I were called to testify, I could and would testify competently as to the facts set forth herein.

4. This Court authorized Kroll's retention as (a) the claims and noticing agent to the above-captioned debtors and debtors in possession (collectively, the "Debtors") pursuant to the *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*, dated June 17, 2022 [Docket No. 66] and (b) the administrative advisor to the Debtors pursuant to the *Order Authorizing Employment and Retention of Kroll Restructuring Administration LLC as*

[2] All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan or Disclosure Statement Order (as defined below).

Administrative Advisor Nunc Pro Tunc to the Petition Date , dated July 21, 2022 [Docket No. 250] (collectively, the "Retention Orders"). The Retention Orders authorize Kroll to assist the Debtors with, among other things, the service of solicitation materials and tabulation of votes cast to accept or reject the Plan. Kroll and its employees have considerable experience in soliciting and tabulating votes to accept or reject chapter 11 plans.

Service and Transmittal of Solicitation Packages and the Tabulation Process

5. Pursuant to the *Order Approving (I) the Adequacy of the Disclosure Statement, (II) Solicitation and Voting Procedures with Respect to Confirmation of the Plan, (III) the Form of Ballots and Notices in Connection Therewith, and, (IV) the Scheduling of Certain Dates with Respect Thereto*, dated February 21, 2023 [Docket No. 1516] (the "Disclosure Statement Order"), this Court approved procedures to solicit votes from, and tabulate ballots submitted by, holders of Claims entitled to vote on the Plan (as further supplemented by the Supplemental Hair Straightening Bar Date Order, the "Solicitation Procedures"). Kroll adhered to the Solicitation Procedures outlined in the Disclosure Statement Order and the Ballots and distributed (or caused to be distributed) Solicitation Packages to parties entitled to vote on the Plan.[3] I supervised the solicitation and tabulation services performed by Kroll's employees.

6. The Solicitation Procedures established February 21, 2023, as the record date for determining which holders of Claims were entitled to vote on the Plan

[3] Kroll was not required to send Solicitation Packages to Holders that asserted Hair Straightening Claims that had not filed proofs of claims, and thus had not asserted claims, by the Voting Record Date. Rather, procedures for the voting of Hair Straightening Claims for which proofs of claims were filed after the general claims bar date of October 24, 2022, at 5:00 P.M. (prevailing Eastern Time) are set forth in the *Order (I) Establishing Supplemental Deadline for Submitting Hair Straightening Proofs of Claim, (II) Approving the Notice Thereof, and (III) Granting Related Relief* [Docket No. 1574] (the "Supplemental Hair Straightening Bar Date Order").

(the "Voting Record Date").[4] Pursuant to the Plan and the Solicitation Procedures, only Holders of Claims as of the Voting Record Date in the following Classes were entitled to vote to accept or reject the Plan (collectively, the "Voting Classes"):

Plan Class	Class Description
4	OpCo Term Loan Claims
5	2020 Term B-1 Loan Claims
6	2020 Term B-2 Loan Claims
8	Unsecured Notes Claims
9(a)	Talc Personal Injury Claims
9(b)	Non-Qualified Pension Claims
9(c)	Trade Claims
9(d)	Other General Unsecured Claims

No other Classes were entitled to vote on the Plan.

7. In accordance with the Solicitation Procedures, Kroll worked closely with the Debtors' advisors to identify the Holders of Claims entitled to vote in the Voting Classes as of the Voting Record Date and to coordinate the distribution of solicitation materials and/or notice of the solicitation to these Holders of Claims. A detailed description of Kroll's distribution of

[4] For the avoidance of doubt, in accordance with paragraphs 7 and 9 of the Supplemental Hair Straightening Bar Date Order, the Voting Record Date did not apply to Holders of Voting Hair Straightening Claims; rather, Holders of Voting Hair Straightening Claims that filed a Hair Straightening Proof of Claim through Kroll's online portal on or prior to March 23, 2023 at 4:00 p.m., prevailing Eastern Time were entitled to vote.

Solicitation Packages is set forth in Kroll's (a) *Affidavit of Service*, dated March 13, 2023 [Docket No. 1600], (b) *Affidavit of Service of Solicitation Materials*, dated March 17, 2023 [Docket No. 1640], and (c) *Affidavit of Service*, dated March 21, 2023 [Docket No. 1653].

8. Further, in accordance with the Solicitation Procedures, Kroll received, reviewed, determined the validity of, and tabulated the Ballots submitted to vote on the Plan. Each Ballot submitted to Kroll was date-stamped, scanned (if submitted on paper), assigned a ballot number, entered into Kroll's voting database, and processed in accordance with the Solicitation Procedures. To be included in the tabulation results as valid, a Ballot must have been (a) properly completed pursuant to the Solicitation Procedures, (b) executed by the relevant holder entitled to vote on the Plan (or such holder's authorized representative), (c) returned to Kroll via an approved method of delivery set forth in the Solicitation Procedures, and (d) received by Kroll by 4:00 p.m. (prevailing Eastern Time) on March 20, 2023, or with respect to Hair Straightening Claims, by 4:00 p.m. (prevailing Eastern Time) on March 23, 2023 (the "Voting Deadline").

9. All valid Ballots cast by Holders entitled to vote in the Voting Classes and received by Kroll on or before the Voting Deadline were tabulated pursuant to the Solicitation Procedures.[5]

10. The final tabulation of votes cast by timely and properly completed Ballots received by Kroll is attached hereto as **Exhibit A-1**.[6] A chart which aggregates the total amount

[5] Prior to the Voting Deadline, three law firms representing Hair Straightening Claimants (Ashcraft Gerel, Beasley Allen, and Morgan & Morgan) contacted Kroll and requested to withdraw votes to accept the Plan that they previously submitted on behalf of their clients through the online portal. At the direction of the Debtors and pursuant to paragraph 17 of the Disclosure Statement Order, Kroll excluded these votes from the final tabulation and included them on Exhibit B-1 as withdrawn Ballot submissions.

[6] The final voting results for Class 9(a) – Talc Personal Injury Claims include 2,174 votes to accept the Plan in the aggregate amount of $2,174.00 that were submitted via an excel spreadsheet by Weitz & Luxenberg, PC for approximately one-hundred of their clients. Kroll included these votes pursuant to Section C.2. of the Solicitation and Voting Procedures and at the direction of the Debtors.

and number of votes cast by timely and properly completed Ballots received within each Voting Class for all Debtors is attached hereto as **Exhibit A-2**.[7] Reports of all Ballots excluded from the initial tabulation prepared by Kroll, and the reason(s) for the exclusion of such Ballots, are attached hereto as **Exhibit B-1** and **Exhibit B-2**.

[Remainder of Page Intentionally Left Blank]

[7] As an aggregation of all votes cast against all Debtors, the tabulation set forth in **Exhibit A-2** reflects, in certain instances, multiple timely and properly completed Ballots by the same claimant on account of Claims in the same Class against different Debtors.

To the best of my knowledge, information, and belief, I declare under penalty of perjury that the foregoing information concerning the distribution, submission, and tabulation of Ballots in connection with the Plan is true and correct.

Dated: March 29, 2023

/s/ James Daloia
James Daloia
Senior Director, Restructuring Administration and Issuer Services
Kroll Restructuring Administration LLC

Exhibit A-1

Revlon, Inc., *et al.*

Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Revlon, Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(a)	Talc Personal Injury Claims	149	12	$850,143.00	$2,000,010.00	Reject
			92.55%	7.45%	29.83%	70.17%	
	9(b)	Non-Qualified Pension Claims	93	2	$50,640,462.84	$2.00	Accept
			97.89%	2.11%	99.999996%	0.000004%	
	9(c)	Trade Claims	32	0	$4,662,361.41	$0.00	Accept
			100%	0%	100%	0%	
	9(d)	Other General Unsecured Claims	529	447	$1,533,577.01	$8,368,794.22	Reject
			54.20%	45.80%	15.49%	84.51%	
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	%	%	%	
Elizabeth Arden USC, LLC	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	44	0	$44.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	3	0	$89,000.00	$0.00	Accept
			100%	0%	100%	0%	
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

Revlon, Inc., *et al.*

Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
BrandCo Almay 2020 LLC	4	OpCo Term Loan Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(c)	Trade Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
	9(d)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	%	%	%	
Elizabeth Arden, Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	103	3	$375,100.00	$3.00	Accept
			97.17%	2.83%	99.999%	0.001%	
	9(b)	Non-Qualified Pension Claims	1	0	$140,232.15	$0.00	Accept
			100%	0%	100%	0.00%	
	9(c)	Trade Claims	18	1	$2,795,844.72	$1.00	Accept
			94.74%	5.26%	99.99996%	0.00004%	
	9(d)	Other General Unsecured Claims	0	2	$0.00	$7,293,331.22	Reject
			0%	100%	0%	100%	

Revlon, Inc., *et al.*

Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
BrandCo Charlie 2020 LLC	4	OpCo Term Loan Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(a)	Talc Personal Injury Claims	42	0	$42.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(c)	Trade Claims	1	0	$4,606.00	$0.00	Accept
			100%	0%	100%	0%	
	9(d)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	%	%	%	
FD Management, Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	41	0	$41.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(c)	Trade Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
	9(d)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				

Revlon, Inc., *et al.*

Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Revlon Consumer Products Corporation	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	172	8	$1,900,165.00	$8.00	Accept
			95.56%	4.44%	99.9996%	0.0004%	
	9(b)	Non-Qualified Pension Claims	95	0	$48,641,311.79	$0.00	Accept
			100%	0%	100%	0%	
	9(c)	Trade Claims	44	1	$10,752,430.23	$1,874,999.99	Accept
			97.78%	2.22%	85.15%	14.85%	
	9(d)	Other General Unsecured Claims	6	3	$2,192,341.62	$7,293,332.22	Reject
			66.67%	33.33%	23.11%	76.89%	
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	**%**	**%**	**%**	
BrandCo CND 2020 LLC	4	OpCo Term Loan Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(a)	Talc Personal Injury Claims	42	0	$42.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

Revlon, Inc., *et al.*

Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
North America Revsale Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	42	0	$42.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	%	%	%	
OPP Products, Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	42	0	$42.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

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Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Almay, Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	62	0	$925,060.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
BrandCo Curve 2020 LLC	4	OpCo Term Loan Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(a)	Talc Personal Injury Claims	42	0	$42.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

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Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
RDEN Management, Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
BrandCo Elizabeth Arden 2020 LLC	4	OpCo Term Loan Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(a)	Talc Personal Injury Claims	42	0	$42.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

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Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Art & Science, Ltd.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Realistic Roux Professional Products Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

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Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Roux Laboratories, Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	42	0	$42.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	12	0	$383,067.91	$0.00	Accept
			100%	0%	100%	0%	
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
BrandCo Giorgio Beverly Hills 2020 LLC	4	OpCo Term Loan Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(a)	Talc Personal Injury Claims	42	0	$42.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

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Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Revlon Development Corp.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	**%**	**%**	**%**	
Roux Properties Jacksonville, LLC	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	1	0	$33,158.00	$0.00	Accept
			100%	0%	100%	0%	
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

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Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
BrandCo Halston 2020 LLC	4	OpCo Term Loan Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(a)	Talc Personal Injury Claims	42	0	$42.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(c)	Trade Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
	9(d)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	%	%	%	
Revlon Government Sales, Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(c)	Trade Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
	9(d)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				

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Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
SinfulColors Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	**%**	**%**	**%**	
BrandCo Jean Nate 2020 LLC	4	OpCo Term Loan Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(a)	Talc Personal Injury Claims	45	0	$45.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	0	1	$0.00	$7,293,330.22	Reject
			0%	100%	0%	100%	

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Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
RML, LLC	4	OpCo Term Loan Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	5	2020 Term B-1 Loan Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	6	2020 Term B-2 Loan Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	8	Unsecured Notes Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(c)	Trade Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
	9(d)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	%	%	%	
Revlon International Corporation	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	1	0	$411,000.00	$0.00	Accept
			100%	0%	100%	0%	
	9(c)	Trade Claims	1	0	$107,566.66	$0.00	Accept
			100%	0%	100%	0%	
	9(d)	Other General Unsecured Claims	0	1	$0.00	$7,293,330.22	Reject
			0%	100%	0%	100%	

Revlon, Inc., *et al.*

Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Bari Cosmetics, Ltd.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
PPI Two Corporation	4	OpCo Term Loan Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	5	2020 Term B-1 Loan Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	6	2020 Term B-2 Loan Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	8	Unsecured Notes Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

Revlon, Inc., *et al.*

Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Revlon Professional Holding Company LLC	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
BrandCo Mitchum 2020 LLC	4	OpCo Term Loan Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(a)	Talc Personal Injury Claims	42	0	$42.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

Revlon, Inc., *et al.*

Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Revlon (Puerto Rico) Inc.	4	OpCo Term Loan Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	5	2020 Term B-1 Loan Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	6	2020 Term B-2 Loan Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	8	Unsecured Notes Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(c)	Trade Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
	9(d)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	%	%	%	
Riros Corporation	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(c)	Trade Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
	9(d)	Other General Unsecured Claims	0	2	$0.00	$2.00	Reject
			0%	100%	0%	100%	

Revlon, Inc., *et al.*

Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
BrandCo Multicultural Group 2020 LLC	4	OpCo Term Loan Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(a)	Talc Personal Injury Claims	42	0	$42.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(c)	Trade Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
	9(d)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	%	%	%	
Elizabeth Arden (UK) Ltd.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(c)	Trade Claims	1	0	$107,566.66	$0.00	Accept
			100%	0%	100%	0%	
	9(d)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				

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Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Riros Group Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	1	0	$12,992.88	$0.00	Accept
			100%	0%	100%	0%	
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Beautyge Brands USA, Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

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Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Elizabeth Arden (Canada) Limited	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(a)	Talc Personal Injury Claims	42	0	$42.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	5	0	$203,134.81	$0.00	Accept
			100%	0%	100%	0%	
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	**%**	**%**	**%**	
BrandCo PS 2020 LLC	4	OpCo Term Loan Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(a)	Talc Personal Injury Claims	41	0	$41.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

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Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
BrandCo White Shoulders 2020 LLC	4	OpCo Term Loan Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(a)	Talc Personal Injury Claims	42	0	$42.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(c)	Trade Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
	9(d)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	%	%	%	
Revlon Canada Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.				
	9(c)	Trade Claims	15	0	$1,212,945.46	$0.00	Accept
			100%	0%	100%	0%	
	9(d)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.				

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Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Beautyge USA, Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	0	2	$0.00	$7,293,331.22	Reject
			0%	100%	0%	100%	
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	**%**	**%**	**%**	
Beautyge I	4	OpCo Term Loan Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

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Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Charles Revson Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Beautyge II, LLC	4	OpCo Term Loan Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

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Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Creative Nail Design, Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	%	%	%	
Cutex, Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

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Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
DF Enterprises, Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	%	%	%	
Elizabeth Arden (Financing), Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

Revlon, Inc., *et al.*

Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Elizabeth Arden Investments, LLC	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	43	0	$43.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
Debtor Name	**Class**	**Class Description**	**Number Accepting**	**Number Rejecting**	**Amount Accepting**	**Amount Rejecting**	**Class Voting Result**
			%	%	%	%	
Elizabeth Arden NM, LLC	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	42	0	$42.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	1	0	$1,425.00	$0.00	Accept
			100%	0%	100%	0%	
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

Revlon, Inc., *et al.*

Exhibit A-1 - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Elizabeth Arden Travel Retail, Inc.	4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
			100%	0%	100%	0%	
	5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
			100%	0%	100%	0%	
	6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
			100%	0%	100%	0%	
	8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
			96.17%	3.83%	99.92%	0.08%	
	9(a)	Talc Personal Injury Claims	42	0	$42.00	$0.00	Accept
			100%	0%	100%	0%	
	9(b)	Non-Qualified Pension Claims	**No creditors in this Class were entitled to vote on the Plan. As a result, per Article VIII(B).7 of the Disclosure Statement, this Class is eliminated from the Plan for voting purposes.**				
	9(c)	Trade Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				
	9(d)	Other General Unsecured Claims	**None of the creditors in this Class voted on the Plan. As a result, per Article VIII(B).5 of the Disclosure Statement, this Class is presumed to accept the Plan.**				

Exhibit A-2

Revlon, Inc., *et al.*

Exhibit A-2 - Voting Tabulation Summary

Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
		%	%	%	%	
4	OpCo Term Loan Claims	103	0	$770,934,848.90	$0.00	Accept
		100%	0%	100%	0%	
5	2020 Term B-1 Loan Claims	57	0	$716,202,933.83	$0.00	Accept
		100%	0%	100%	0%	
6	2020 Term B-2 Loan Claims	57	0	$680,686,495.76	$0.00	Accept
		100%	0%	100%	0%	
8	Unsecured Notes Claims	427	17	$284,704,506.00	$236,000.00	Accept
		96.17%	3.83%	99.92%	0.08%	
9(a)	Talc Personal Injury Claims	2491	23	$4,052,473.00	$2,000,021.00	Accept
		99.09%	0.91%	66.96%	33.04%	
9(b)	Non-Qualified Pension Claims	191	2	$99,845,999.66	$2.00	Accept
		98.96%	1.04%	99.999998%	0.000002%	
9(c)	Trade Claims	134	2	$20,353,106.86	$1,875,000.99	Accept
		98.53%	1.47%	91.56%	8.44%	
9(d)	Other General Unsecured Claims	535	458	$3,725,918.63	$44,835,451.32	Reject
		53.88%	46.12%	7.67%	92.33%	

Exhibit B-1

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
4	OpCo Term Loan Claims against All Applicable Debtors	THREE COURT MASTER LP	$192,207.55	Accept	Ballot received after Voting Deadline
5	2020 Term B-1 Loan Claims against All Applicable Debtors	Bank of America, N.A.	$12,208,151.75	Accept	Ballot received after Voting Deadline
6	2020 Term B-2 Loan Claims against All Applicable Debtors	Bank of America, N.A.	$2,000,000.00	Accept	Ballot received after Voting Deadline
6	2020 Term B-2 Loan Claims against All Applicable Debtors	CORBIN ERISA OPPORTUNITY FUND LTD	$1,869,933.93	Accept	Superseded by later received valid Ballot included in final tabulation
6	2020 Term B-2 Loan Claims against All Applicable Debtors	CORBIN OPPORTUNITY FUND LP	$649,266.69	Accept	Superseded by later received valid Ballot included in final tabulation
6	2020 Term B-2 Loan Claims against All Applicable Debtors	Three Court Master, LP	$3,785,042.72	Accept	Ballot received after Voting Deadline
9(a)	Talc Personal Injury Claims against Revlon Consumer Products Corporation	Ashirzadeh, Abnar	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Baker, Kelly	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Batch-Gattone, Peggy	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against BrandCo White Shoulders 2020 LLC	Blue, Vertis	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against Almay, Inc.	Bobiney, Evette M.	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against Revlon Professional Holding Company LLC	Bobiney, Evette M.	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against BrandCo Mitchum 2020 LLC	Bobiney, Evette M.	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against Beautyge Brands USA, Inc.	Bolen, Barbara E.	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Bonnem, Susan L.	$1.00	Accept	Ballot received after Voting Deadline
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Brian Mahoney, Independent Executor of the Estate of Catherine Mahoney, Deceased	$1.00	Accept	Ballot received after Voting Deadline
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Cali, Julie	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(a)	Talc Personal Injury Claims against Revlon Consumer Products Corporation	Danita Van Dyke-Dixon, Individually and as Successor-in-Interest to Hideko Van Dyke	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Feldman-Negal, Sharon	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(a)	Talc Personal Injury Claims against Elizabeth Arden (Canada) Limited	Feldman-Negal, Sharon	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against Revlon Consumer Products Corporation	Foster, Jane	$1.00	Accept	Ballot received after Voting Deadline
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Grillo, Rita	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against Revlon Consumer Products Corporation	Hamilton, Marla	$1.00	Accept	Ballot received after Voting Deadline
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Holtermann, Patrice A.	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Jackson, Myra	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against PPI Two Corporation	Jacoby, Lisa	$1.00	Accept	Ballot submitted on account of previously submitted valid ballot received directly from the Bulk Claim Client
9(a)	Talc Personal Injury Claims against Revlon Consumer Products Corporation	John Hurley, Special Administrator of the Estate of Leanne Hurley, Deceased	$1.00	Accept	Ballot received after Voting Deadline
9(a)	Talc Personal Injury Claims against Revlon, Inc.	John Hurley, Special Administrator of the Estate of Leanne Hurley, Deceased	$1.00	Accept	Ballot received after Voting Deadline
9(a)	Talc Personal Injury Claims against Revlon, Inc.	JULIE PETERSON, SPECIAL ADMINISTRATOR OF THE ESTATE OF MARGIE A. FOSTER, DECEASED	$1.00	Accept	Ballot received after Voting Deadline
9(a)	Talc Personal Injury Claims against Roux Laboratories, Inc.	Kursh, Gail	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against RML, LLC	Kursh, Gail	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against Almay, Inc.	Loconte, Barbarann	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Marchesano, Josephine	$1.00	Reject	Pursuant to section D(5)(vii) of the Solicitation and Voting Procedures, a Holder may not change its vote in a previously cast Ballot without first obtaining authority from the Bankruptcy Court pursuant to the requirements of and in compliance with Bankruptcy Rule 3018(a)
9(a)	Talc Personal Injury Claims against Almay, Inc.	Marchesano, Josephine	$1.00	Reject	Pursuant to section D(5)(vii) of the Solicitation and Voting Procedures, a Holder may not change its vote in a previously cast Ballot without first obtaining authority from the Bankruptcy Court pursuant to the requirements of and in compliance with Bankruptcy Rule 3018(a)
9(a)	Talc Personal Injury Claims against Elizabeth Arden, Inc.	Marchesano, Josephine	$1.00	Reject	Pursuant to section D(5)(vii) of the Solicitation and Voting Procedures, a Holder may not change its vote in a previously cast Ballot without first obtaining authority from the Bankruptcy Court pursuant to the requirements of and in compliance with Bankruptcy Rule 3018(a)
9(a)	Talc Personal Injury Claims against Revlon Consumer Products Corporation	Marchesano, Josephine	$1.00	Reject	Pursuant to section D(5)(vii) of the Solicitation and Voting Procedures, a Holder may not change its vote in a previously cast Ballot without first obtaining authority from the Bankruptcy Court pursuant to the requirements of and in compliance with Bankruptcy Rule 3018(a)
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Mark A. Buchholz, Individually and as Executor of the Estate of Brigitta Lotte-Maria Buchholz	$1.00	Accept	Ballot received after Voting Deadline
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Miller, Stephanie	$1.00	Reject	Pursuant to section D(5)(vii) of the Solicitation and Voting Procedures, a Holder may not change its vote in a previously cast Ballot without first obtaining authority from the Bankruptcy Court pursuant to the requirements of and in compliance with Bankruptcy Rule 3018(a)
9(a)	Talc Personal Injury Claims against Elizabeth Arden, Inc.	Miller, Stephanie	$1.00	Reject	Pursuant to section D(5)(vii) of the Solicitation and Voting Procedures, a Holder may not change its vote in a previously cast Ballot without first obtaining authority from the Bankruptcy Court pursuant to the requirements of and in compliance with Bankruptcy Rule 3018(a)
9(a)	Talc Personal Injury Claims against Almay, Inc.	Miller, Stephanie	$1.00	Reject	Pursuant to section D(5)(vii) of the Solicitation and Voting Procedures, a Holder may not change its vote in a previously cast Ballot without first obtaining authority from the Bankruptcy Court pursuant to the requirements of and in compliance with Bankruptcy Rule 3018(a)
9(a)	Talc Personal Injury Claims against Revlon Consumer Products Corporation	Miller, Stephanie	$1.00	Reject	Pursuant to section D(5)(vii) of the Solicitation and Voting Procedures, a Holder may not change its vote in a previously cast Ballot without first obtaining authority from the Bankruptcy Court pursuant to the requirements of and in compliance with Bankruptcy Rule 3018(a)
9(a)	Talc Personal Injury Claims against Revlon Consumer Products Corporation	O'Neil, Shelia Theresa	$250,000.00		Ballot did not indicate vote to accept or reject the Plan
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Plant, Sarah	$1.00	Reject	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against BrandCo PS 2020 LLC	Schaefer, Nancy	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Smith, Jessie A.	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Thomas, Cristina	$1.00	Accept	Ballot received after Voting Deadline
9(a)	Talc Personal Injury Claims against Revlon, Inc.	Tishman, Carol A	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(a)	Talc Personal Injury Claims against Elizabeth Arden, Inc.	Wager, Sue	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(a)	Talc Personal Injury Claims against Elizabeth Arden, Inc.	Zepengo, Elaina	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	AHERN, ARCHIBALD M.	$101,000.00	Reject	Ballot received after Voting Deadline
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Al Conte as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Al Conte as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Alan Bruce Prashker as member of Ad Hoc Group of Represented Pensioners of Revlon, Inc., et al	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Alan Bruce Prashker as member of Ad Hoc Group of Represented Pensioners of Revlon, Inc., et al	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Andrea Robinson as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Andrew Schlossman as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Annette Golden as member of Ad Hoc Group of Represented Pensioners of Revlon, Inc., et al	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Annette Golden as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00		Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]; Ballot did not indicate vote to accept or reject the Plan
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Blackwood, Mary Ann	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Brenna, Diana	$339,174.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Bruce Prashker as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Carl Hertler as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$281,202.78	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	CLANCY, JOHN A.	$593,583.70	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	David Hoenig as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$102,035.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Diana Brenna as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$339,174.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	DOLAN, VICTORIA L.	$47,908.67	Accept	Ballot submitted by Insider
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Douglas H. Greeff as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Douglas H. Greeff as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Edward Dyer as member of Ad Hoc Group of Represented Pensioners of Revlon, Inc., et al	$1.00	Accept	Ballot received after Voting Deadline
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Edward Dyer as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Edward Dyer as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Edward Skeffington as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Elias Hebeka as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1,074,632.34	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Elias Hebeka as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1,074,632.34	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Flora A. Gaudet as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Flora A. Gaudet as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Flournoy, Josiah	$1,359,465.36	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Geanoules, Frances C.	$373,284.72	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	GEHRMANN, FRANK	$503,000.00		Ballot did not indicate vote to accept or reject the Plan
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Geoffrey Donaldson as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$605,455.56	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	George Fellows as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	George Fellows as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	George R. Tauber as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Gerry Dassin as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Gerry Dassin as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Riros Group Inc.	Giorgio Laurenti as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$12,992.88	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Harvey Gedeon as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	HOFFMAN, MEYER M.	$41,000.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	HUGHES, JESSICA	$183,000.00	Accept	Superseded by later received valid Ballot included in final tabulation

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Irwin Engelman as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Reject	Pursuant to section D(5)(vii) of the Solicitation and Voting Procedures, a Holder may not change its vote in a previously cast Ballot without first obtaining authority from the Bankruptcy Court pursuant to the requirements of and in compliance with Bankruptcy Rule 3018(a)
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Irwin Engelman as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Reject	Pursuant to section D(5)(vii) of the Solicitation and Voting Procedures, a Holder may not change its vote in a previously cast Ballot without first obtaining authority from the Bankruptcy Court pursuant to the requirements of and in compliance with Bankruptcy Rule 3018(a)
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Jack Hall as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Jack Hall as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Janice Hall as member of Ad Hoc Group of Represented Pensioners of Revlon, Inc., et al	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Jill Scalamandre as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	John Clancy as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$593,583.70	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	John Lombardi as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Josiah A. Flournoy as member of Ad Hoc Group of Represented Pensioners of Revlon, Inc., et al	$1,359,465.36	Accept	Superseded by later received valid Ballot included in final tabulation
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Kathy Dwyer as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$2,259,574.20	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Kathy Dwyer as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$2,259,574.20	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Larry Winoker as member of Ad Hoc Group of Represented Pensioners of Revlon, Inc., et al	$100,480.80	Accept	Superseded by later received valid Ballot included in final tabulation
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Larry Winoker as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$100,480.80	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Larry Winoker as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$100,480.80	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Lawrence Elliott as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	LEVIN, JERRY W.	$1,909,000.00	Accept	Ballot received after Voting Deadline
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Lori Glass as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$287,694.72	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Lori Glass as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$287,694.72	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Lynn Krominga as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Lynn Krominga as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Mark Lowenthal as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$302,684.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Marlene Feldman as member of Ad Hoc Group of Represented Pensioners of Revlon, Inc., et al	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Marlene Feldman as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Maureen Olson as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Michael Lillis as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$2,477.76	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	MILEY, MARY CARMEN	$20,000.00	Accept	Ballot received after Voting Deadline
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Morris Schwartz as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1,216,923.96	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	NEWMAN, CARY C.	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Nick Sileo as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$142,790.13	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Paul Shapiro as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Porcelli, Doris	$692,665.28	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	RISTAU, DEBORA	$50,000.00	Accept	Ballot received after Voting Deadline
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Robert Graff as member of Ad Hoc Group of Represented Pensioners of Revlon, Inc., et al	$1.00	Accept	Ballot received after Voting Deadline
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Robert Kretzman as member of Ad Hoc Group of Represented Pensioners of Revlon, Inc., et al	$8,614,286.40	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Robert Kretzman as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$8,614,286.40	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Robert Sandewicz as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Robert Sierpinski as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$111,382.67	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Robert Sierpinski as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$111,382.67	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Ronald H. Dunbar as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$688,328.82	Accept	Superseded by later received valid Ballot included in final tabulation; Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Ronald H. Dunbar as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$688,328.82	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Ronald H. Dunbar as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$688,328.82	Accept	Superseded by later received valid Ballot included in final tabulation; Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Ronald H. Dunbar as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$688,328.82	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Ronald Ristau as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$295,398.95	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Ronald Ristau as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$295,398.95	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Schwartz, Sheila B.	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Setrak Terpanjian as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Sheila B. Schwartz as member of Ad Hoc Group of Represented Pensioners of Revlon, Inc., et al	$1.00	Accept	Ballot received after Voting Deadline
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	SIERPINSKI, ROBERT	$111,382.67	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Sierpinski, Robert	$111,382.67	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Stanley Dessen as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Stanley Dessen as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Stanley Schiener as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Tabor Butler as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Tanya English as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$36,132.63	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Tanya Mandor as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1,340,690.40	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Tanya Mandor as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1,340,690.40	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	Target Corporation	$1.00	Reject	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	W. Winfield Hubley as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$10,879.56	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	Wade H. Nichols III as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	William (Bill) Fox as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Ballot submitted on account of a duplicate claim included in the final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	William (Bill) Fox as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	William R. Conover III as member of Ad Hoc Group of Represented Pensioners of Revlon, Inc., et al	$1,725,686.51	Accept	Superseded by later received valid Ballot included in final tabulation
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	William R. Conover III as member of Ad Hoc Group of Represented Pensioners of Revlon, Inc., et al	$1,725,686.51	Accept	Superseded by later received valid Ballot included in final tabulation
9(b)	Non-Qualified Pension Claims against Revlon, Inc.	William R. Conover III as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1,725,686.51	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	William R. Conover III as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1,725,686.51	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(b)	Non-Qualified Pension Claims against Revlon Consumer Products Corporation	William Welz as member of Ad Hoc Group of Retired Executives of Revlon, Inc. et al. (on behalf of themselves and certain of the Debtors' former employees)	$1.00	Accept	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(c)	Trade Claims against Elizabeth Arden, Inc.	AMEX TRS Co., Inc.	$27,824.69	Reject	Ballot received after Voting Deadline
9(c)	Trade Claims against Revlon, Inc.	ARAMARK Uniform and Career Apparel, LLC fka ARAMARK Uniform & Career Apparel, Inc	$12,205.97		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against Elizabeth Arden, Inc.	ARAMARK Uniform and Career Apparel, LLC fka ARAMARK Uniform & Career Apparel, Inc	$10,645.54		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against Revlon Consumer Products Corporation	ARIBA, INC.	$4,706.86		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against Roux Laboratories, Inc.	Attitude Measurement Corporation d/b/a AMC Global	$68,000.00		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against Revlon Canada Inc.	Blue Pencil Mobile Shredding	$1,211.31	Accept	Ballot received after Voting Deadline
9(c)	Trade Claims against Roux Laboratories, Inc.	BRAND LABEL INC.	$13,758.79	Accept	Ballot received after Voting Deadline
9(c)	Trade Claims against Revlon Consumer Products Corporation	CALCARRIES INTERNATIONAL MANAGEMENT	$1,016.75	Accept	Ballot received after Voting Deadline
9(c)	Trade Claims against Revlon Consumer Products Corporation	CONCUR TECHNOLOGIES INC.	$35,249.87		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against Revlon Canada Inc.	EFE MAGAZINE	$3,569.14	Accept	Ballot received after Voting Deadline

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(c)	Trade Claims against Revlon Consumer Products Corporation	Emplifi Inc. (Formerly Known as Astute Solutions)	$63,414.84	Accept	Superseded by later received valid Ballot included in final tabulation
9(c)	Trade Claims against Roux Laboratories, Inc.	International Machine Technology, Inc.	$26,424.59	Accept	Ballot received after Voting Deadline
9(c)	Trade Claims against Roux Laboratories, Inc.	Kaleidoscope Imaging Inc.	$20,220.00	Accept	Ballot received after Voting Deadline
9(c)	Trade Claims against BrandCo Elizabeth Arden 2020 LLC	LALL & SETHI	$336.00		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against BrandCo Almay 2020 LLC	LALL & SETHI	$992.00		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against BrandCo Mitchum 2020 LLC	LALL & SETHI	$738.00		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against Elizabeth Arden, Inc.	LALL & SETHI	$872.00		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against Elizabeth Arden, Inc.	LALL & SETHI	$303.00		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against BrandCo Charlie 2020 LLC	LALL & SETHI	$4,606.00		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against Revlon Consumer Products Corporation	LALL & SETHI	$32,807.00		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against BrandCo CND 2020 LLC	LALL & SETHI	$3,349.00		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against Revlon, Inc.	Language Line Services, Inc.	$723.20	Accept	Ballot received after Voting Deadline
9(c)	Trade Claims against Roux Laboratories, Inc.	MALABARS INFORMACION S.L.	$3,053.17	Accept	Ballot received after Voting Deadline
9(c)	Trade Claims against Roux Laboratories, Inc.	MARTI Y ROMAN S.L.	$48,950.00	Accept	Ballot received after Voting Deadline
9(c)	Trade Claims against Revlon, Inc.	McLeod Belting Co. Inc.	$9,793.75	Accept	Ballot submitted via electronic mail
9(c)	Trade Claims against Revlon Consumer Products Corporation	Multi Packaging Solutions, Inc. and WestRock Company and all of its subsidiaries and affiliates, including Multi Packaging Solutions International Limited	$248,413.34	Accept	Ballot received after Voting Deadline
9(c)	Trade Claims against Revlon Consumer Products Corporation	Nakamura & Partners	$11,521.54	Accept	Superseded by later received valid Ballot included in final tabulation
9(c)	Trade Claims against Elizabeth Arden, Inc.	Old Dominion Freight Line, Inc.	$109,291.26		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against Revlon Consumer Products Corporation	Old Dominion Freight Line, Inc.	$435,122.04		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against Revlon Consumer Products Corporation	Oracle America, Inc ("Oracle")	$110,002.33		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against Revlon, Inc.	Oracle America, Inc. ("Oracle")	$14,610.05		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against Revlon Consumer Products Corporation	SAP America, Inc.	$680,693.40		Ballot did not indicate vote to accept or reject the Plan
9(c)	Trade Claims against Revlon, Inc.	Shamrock Environmental Corporation	$45,561.50	Accept	Ballot received after Voting Deadline
9(c)	Trade Claims against Revlon, Inc.	SOLNSOFT LLC dba XCentium	$232,981.30	Accept	Ballot received after Voting Deadline
9(c)	Trade Claims against Revlon (Puerto Rico) Inc.	SUN COLORS DIGITAL GRAPHICS INC.	$13,456.49	Accept	Ballot received after Voting Deadline
9(c)	Trade Claims against Revlon, Inc.	Tylie Jones & Associates, Inc	$5,558.09		Ballot received after Voting Deadline, Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Acquanetta Richardson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ada Little	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Addie Taylor-Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Adela Bradlee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Adela Bradlee	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Adgenda Turner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Adgenda Turner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Adria Black Wright	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Adria Simmons	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Adriane Gaines	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Adriane Leche	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Adrienne Butler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Adrienne Jefferson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Adrienne Turner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Adrienne Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Adrienne Wilson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	AdrienneJackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Agnes M. Batiste	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ailene Bryant	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aimee Gross	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aisha Hughes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aisha Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Akiba Ibura	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Akiba Ibura	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Akisha Howard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alaina Harper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alanda Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alanda Washington	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alberta Frierson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alberta Williama	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aldria Simmons	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aleshia King	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aleshia King	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aleshia Marsh	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alesia Jordan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aleta Bruce	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aleta Taylor	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aleta Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aletha Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alexicia Holmes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alexis Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alexis Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alexis Claiborne	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alexis Clark	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alexis Kerr	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alexis Kerr	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alexis Simms	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alexis Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alexis Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alfreda Bonner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alfreda Bonner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alfreda Howell-Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alice Ingram	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alice Knight	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alicia Hayes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alicia Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alicia Richardson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alicia Valentine	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aline Jordan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alisa Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alisa Veney	$1.00		Ballot received after Voting Deadline; Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alisha Cooper	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alisha Cooper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alisha Crowder	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alisha Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alisha Wallace	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Allison Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Allison Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Allison Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alma Hall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alma Hill	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alma Hill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Almeda Skeete-Penegar	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alondra Alexander	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alphia Planks	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alphia Planks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alronica Canada	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Altresa McCombs	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Altresa McCombs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alycia Cripps	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alycia Hart	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Alysia Lane	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amanda Bass-Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amanda Hill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amanda Neal Davis	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amanda Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amber Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amber Long	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amber M. Pang Parra as attorney for Karen A. Garrett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amelia Griffin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amelia Griffin	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amelia Hudson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amelia Hudson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amelia Ross	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amelia Ross	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amira Glover	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amy Chenault	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Amy Doss	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ana Diaz	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anastasia Carter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Andie Varnes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Andre Bell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Andrea Bertrand	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Andrea Bertrand	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Andrea Garland	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Andrea Hylton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Andrea Pargo	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Andrea Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Andrea Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Andrea Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	AndreakaMiller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Andreia Patterson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Andrena Gilbert	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anetra Fondern	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Booker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Bronson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Carroll	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors

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Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Carroll	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Cherry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Danese Moore Rivers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Danese Moore Rivers	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Edge	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Edge	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Ester	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Ester	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Foxworth	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Foxworth	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Francis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Gail Caldwell	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Gail Caldwell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Harbour	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Harbour	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Hollie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Jackson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Keys	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Pace	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Reaves	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Reaves	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Simpson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Smith-Blue	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Smith-Blue	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Ward	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Ward	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Weston	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angela Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angelia Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angelia Taylor	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angelin Hopkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angeline Thomason	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angelique Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angelique Ladner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angelique Rushing	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angie Nyles	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Angie Nyles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita Bryant	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita Burks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita Crump	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita Howard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita Marshall	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita Marshall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita McCall	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita McCall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita McMann	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita McMann	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita Nixon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita Olds	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anita Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ann Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ann Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anna Plasencia	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anna Velez	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anna Velez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anndita Dadzie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anne Ashley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anne Fields	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annette Baker-Cassidy	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annette Baker-Cassidy	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annette Clark	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annette DeJesus	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annette Givens	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annette Hawk	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annette Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annette Looney	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annette Looney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annette Moss	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annette Parrish	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annette Perrier	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anngla S. Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annie Allen	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annie Mathis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annie Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annie Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annie Pearl Grantham	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annie Pearl Grantham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annie Watts	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Annmarie Jordan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anthoinette Rhone	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anthony Kimble, on behalf of Johnese	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Antinicia Ragges	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Antoinette Bridges	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Antoinette Bridges	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Antoinette Bridges	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Antoinette Shannon	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Antoinette Shannon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Antoinette Toney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Antrenalla Austin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Antwanette Hardnett	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Antwanette Hardnett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Anyika Kilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Applice Hopkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	April Adams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	April Armstrong Lane	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	April Armstrong Lane	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	April Calloway	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	April Capel	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	April Dade	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	April Groover	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	April Harrington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	April Harrington	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	April Henry-Wood	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	April M Adams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	April Sullivan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aprill Owens	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aquaila Hendrix	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aquaila Hendrix	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arabial Davies	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arabial Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aracelis Rivas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arberdella Malone	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arberdella Malone	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Areej Magzoub	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aretha Garner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Aretha Garner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ariel Moore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arista Woody	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arla Lawson Adams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arla Lawson Adams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arlene Allen	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arlene Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arlene Marie Hudson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arlene Maxwell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arlene Maxwell	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arlisa Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arlisa Smith	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arma Easley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arma Easley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arma Modley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arneatha Harper-Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arneatha Harper-Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arnesha Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arnessa Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arnetta Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Arnita Conwell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Artis C. Nelson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Artis C. Nelson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Asanta Roberts	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ashley Eubanks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ashley Graham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ashley Nash	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ashley Pettes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ashley Quinnie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ashley Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ashontee Lovett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Astin Adams-Coburn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Audrey Celestine	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Audrey Celestine	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Audrey Reid	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ava Farley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ava Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Avis Lee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Awilda Perez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ayana Dabney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ayanna McCoy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ayreon Jenkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Azler Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbar Grant	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Ann Lomax	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Atkins	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Atkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Atkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Atkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Aubry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Augustus	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Channell	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Channell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Cliff	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Cliff	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Fair	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Floyd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Getter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Gorham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Hayslett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Johnson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Longmire	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Longmire	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Pigford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Reed	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Rowser	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Simon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Small	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Small	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Welch	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Wells	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barbara Wells	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barton Horsley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Barton Horsley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beatrice Ayorinde	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beatrice Ayorinde	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beatrice Bedell	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beatrice Bedell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Belinda Clark	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Belinda Hayes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Belinda Hayes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Belinda Lawrence	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Belinda Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Belleina King	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Benetta Ross	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Benita Adams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Benita Henderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Benita Kellam	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Benita Kellam	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bennimae Brogdon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bernadette Banks-Hamidullah	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bernadette Francis-Miles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bernadette Louise Banks-Hamidullah	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bernadette Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bernadette Wilson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bernadine Cleaver	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bernadine Roundfield	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bernadine Roundfield	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bernetta Chandler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bernice Bishop	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bernice Harney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bernice Owens	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bernice Travis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bernice Wallace	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bertha Mcbride	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bertha Mcbride	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beth Hocker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bethany Hinton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bette Swift	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bette Swift	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Betty Akins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Betty Banks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Betty Burgess	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Betty Davenport	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Betty Davenport	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Betty Flowers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Betty Hamilton	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Betty Hamilton	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Betty Lyons	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Betty Penny	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Betty Ryan Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Betty Ryan Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Betty Sheley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Betty Sylvester-Ash	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Betty Whitley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bettye Parker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Ann Dixon-Hodges	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Filer	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Filer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Harley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Harley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Hawkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Hunter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Neal	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Nichols	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Rhodes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Snead	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Waddy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Wilkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Young	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Beverly Young	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bianca Payne	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bobbie Evans	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bobbie Evans	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bobbie McAfee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bobbie Wade	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bonnie Glenn	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bonnie Sledge	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brandi Caldwell	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brandi Caldwell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brandi Goforth	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brandi Goforth	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brandy Rhone	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brandy Sprowl	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brandy Sprowl	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	BreannahBarnes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda A. Plater	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Austin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Barber	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Barber	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Beagle	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Beavers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Carter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Carter	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Carthan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Clay	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Clay	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Cook	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Crosby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Dotson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Dubon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Durr	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Durr	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Gail Hull	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Gail Hull	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Howard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Howard	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Hubbard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Hubbard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Hubbard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Kidd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Kramer	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Kramer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Mattison	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Moses	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Moses	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Peace	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Renell Hurt	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Renell Hurt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Rice	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Rice	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Sterling	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Sterling	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Taylor-Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Taylor-Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brenda Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bridget Boatwright	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bridget Boatwright	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bridget Garcia	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bridget Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bridgett Heggs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bridgette Harper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Bridgette Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brieta Mitchell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brieta Mitchell	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Briggitte McCall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brigitte Taylor-Haynes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	British Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Britney Ruben	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brittany Blanche	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brittany Ford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brittany Lea	$1.00		Ballot did not indicate vote to accept or reject the Plan

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Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brittany Neal	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brittany Rushing	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brittany Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brittena Pannell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brittney Ware	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brynna Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Brynna Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Burnstine Dance	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cabritta Shaw	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cabritta Shaw	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cal Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Calisha Baker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Callie Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Camilla Eubanks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Camilla Eubanks	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Camilla Harrison	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Camilla Speed	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Camille Fortson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Camille Fortson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Camille Gross	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Camille King	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Camillia Nelson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Camillia Nelson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Candia Oliver	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Candice Mcfield	$1.00	Reject	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Candy Bowen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Canei Lampkin-ross	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Canei Lampkin-ross	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Caneisha Palmer-Grayson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cardetra Taylor	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cardetra Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Caribia White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Caritas Card	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carla Bates	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carla Gale	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carla Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carla Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carla Lynn Lee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carla Rucker-Freeman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carla Sheppard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carlene Walker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmelita Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmella Austin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmen Carrasco	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmen Eshmon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmen Eshmon	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmen Jenkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmen Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmen Mejia	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmen Rodriguez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmen Rodriguez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmen Thirdgill	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmen Thirdgill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmen Ward	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmen Warren	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmen Warren	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carmilla Abraham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carol Keel	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carol Mark	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carol Mitchell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carol Newberry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carol Segova	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carol Stroman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carol Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carol Tisdale	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carol Yvonne White	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carol Yvonne White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Caroline Ann White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Caroline Ann White	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Ann Maddix	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Blake	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Blake	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Britt	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Britt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Brownridge	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Brownridge	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Crudup	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Elam	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Elam	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Fleming	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Graham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Jordan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Lacy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn McDaniel	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Morris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Morris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Nunn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Richmond	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Snead	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Sue Murry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Turner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Turner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carolyn Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Caron Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carrie Bowers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carrie Bowers	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carrie Chatterton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carrie Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carrie Harris	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carrie Ray	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carrie Ray	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carrie Sigers	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carrie Sigers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Carrie Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cashandra Cosby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cashima Major Frazier	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cashmere Money	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cashmere Money	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cassandra Doss	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cassandra Doss	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cassandra Granville	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cassandra Gray	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cassandra Thames-Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cassandra Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cassandra Williamson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cassandra Winborn	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cassandra Winborn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cassaundra Haworth	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cassionah Bagsby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Casstellia Olinger	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Catheline Lopez Bobele	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Catheline Lopez Bobele	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Catherine Kersh	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Catherine Kersh	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Catherine Moore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Catherine Powe	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	CatherineHale	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cathi Clinton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cathleen Staten	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cathy Belcher	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cathy Belcher	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cathy Cross-White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cathy Cross-White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cathy Custer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cathy Dunham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Catrena Chattman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Catrena Chattman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cecelia Haire	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Celeste Braxton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Celeste Braxton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Celeste Carrington	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Celeste Osterberg	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Celestine Waters	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Celestine Waters	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Celestine Waters	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chancey Glenn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chancey Mann	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chanda Fisher	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chanetta Thompkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Changlaire Colas	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Changlaire Colas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Channelle Martin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Channie Carpenter-Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chanquita Huntington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charisse Koker	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charisse Koker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charity Ivy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charla Hearn-Pellot	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlene Bell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlene Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlene Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlene Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlene Mccrimager	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlene Simmons	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlene Terry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlene Terry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlene Vernon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlene Vinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlene Warren	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlene Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlette Norwood	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charletter Lunde	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlise Rivers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlotte Bynes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlotte Dove	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlotte Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlotte Jordan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charlotte Parks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Charrie Warner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chasity Nicole Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chasity Nicole Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chastity White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chelly Massie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chenesea Burroughs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chequita Diann Zephir	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheree Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheri Clipper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cherie Wallace	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chermora Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chermora Johnson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cherresse Shepherd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cherri Tiggs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cherri Tiggs	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cher'Rita Ford-Hall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheryl Brodie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheryl Chaplin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheryl Crenshaw	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheryl Epps	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheryl Epps	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheryl Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheryl Green	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheryl Hasten	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheryl Hawkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheryl Leonard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheryl Lynn Tisdale	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheryl Lynn Tisdale	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheryl Major	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheryl Welch	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cheryl Woody	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chestine Bryant	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chi Mitchell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chi Mitchell	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chiquita Dickerson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chonnise Davenport	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chrisshanity Hullaby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christie Chambers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christie Walker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christina Butler	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christina Butler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christina Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christina Uroh	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christina Vespia	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christina Wright	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christine Detreuil	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christine Dutreuil	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christine Hutchinson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christine Hutchinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christine Lee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christine Murphy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christine Murphy	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christine Tyson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Christine Tyson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chrystenda Hudson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Chukina McKenzie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ciana Potts	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cicely Wilson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cicely Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ciera McDonald-Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cindy Christian	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cindy Phelps	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cindy Phelps	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ciniqua Leffall	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ciniqua Leffall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Clara Baker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Clara Clinton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Clara Clinton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Claretha Elder	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Claretha Elder	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Clarindra D. Warren	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Clarindra D. Warren	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Claudette Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Connie Beal	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Connie Franklin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Connie Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Connie Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Conquelas Garner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Conquelas Garner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Conquelas Garner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Conseula Halt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Constance Simmons	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Constance Evans	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Constance Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Constance Parker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Constance Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Consuela Gregory	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cora Harper	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cora Harper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Corrine White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Corsheatia Lomax	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Corsheatia Lomax	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cotrina Cobb	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Courtney Parks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Courtney Rentz	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Courtney Rentz	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Courtney Toliver	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crissie Ray	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cristene Blunt-Readus	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cristene Blunt-Readus	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Alexis Ingram	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Alexis Ingram	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Cail	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Carlo	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Carlo	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Carter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Carter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Fernandez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Fernandez	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Humphrey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal L. Jamieson-Jacobs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Lee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Manning	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Martinez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Rice	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Tucker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Turner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Woods	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystal Wright	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystalbel Flores	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Crystalbel Flores	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cullie Dawson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cullie Dawson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Curtrina Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cwonia Gunn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cydra Fisher	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cydra Fisher	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Blackstock	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Brooks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Brooks	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Brumfield	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Casey	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Dorsey	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Dorsey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Elliott	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Elliott	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Mills	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Sellers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Smith	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Watson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Cynthia Yates	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	D.C. Price	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Daine Meganley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Daine Meganley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Daionna Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Daisey Mccarter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Daisy Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Daletta Hall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Damika Madkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Damita Rice	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dana Cartwright	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dana Cartwright	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dana L Freeman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dana L. Freeman	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dana Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danell Sondra Barnette	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danesha Goree	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danie Mascary	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danielle Carpenter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danielle Carter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danielle Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danielle Lowman-Griffin	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danielle Lowman-Griffin	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danielle Mack	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danielle Matthews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danielle Myrick	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danielle Pearson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danielle Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danielle Thompson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danielle Thurman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danielle Vaughn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danita Duncan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dannielle Elhennawi	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Danyale Lakyisha Walker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Darita Briggs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Darla A Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Darla A Coleman	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Darlene Bowman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Darlene Bowman	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Darlene Clinkscales	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Darlene Ejezie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Darlene Hill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Darlene M. Gay-Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Darlene Moon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Darlene White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Darlien Milton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Darrie Alexander	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Darriona Day	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dashawnda Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dashonda Oliver	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Davelyn Davenport	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Davia Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Davida Chatman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dawaynia Cox	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dawn Angelite Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dawn Angelite Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dawn Hackett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dawn Hall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dawn Hall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dawn Hall	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dawn Hardy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dawn Hardy	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dawn Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dawn Smith	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dawn Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dawsolene McAllister Burrel	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dawsolene McAllister Burrel	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deatrice Ware	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deatrus Onifade	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debbie Anthony	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debbie Clark-Terry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debbie Golden	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debbie Golden	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debbie Huff	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debbie Matthews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debbie Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deberly Decuir	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deberly Decuir	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debora Benton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debora Curtis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debora Curtis	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Adams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Austin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Austin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Benton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Brandon-Santiago	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Brandon-Santiago	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Cue-Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Cunningham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Cunningham	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Fewell	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Fewell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Ford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Ford	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Gibson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Greene	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Holmes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Hurst	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Hurst	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Linder	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah McDaniel	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah McDaniel	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Roland	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Scruggs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Stewart	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborah Woodruff	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborrah Ann Moore	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deborrah Ann Moore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Ann Reeder	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Ann Reeder	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Arnold	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Aron	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Butler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Curlin-Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Curlin-Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Faye West	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Faye West	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Feleke	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Feleke	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Grady	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Hawkins Johnson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Hawkins Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Hunter-Bonner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Mackles Jeffries	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Matlock	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Monday	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Nevens	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Perro	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Pitts	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Riley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Riley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Smith Boykin	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Smith Boykin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Smith-Boykin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Tynes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Tynes	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Varona	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Witcher	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debra Witcher	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debrah Pendergrass	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debrah Pendergrass	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debry Mays Howell	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Debry Mays Howell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dedra Harmon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dee Dee Cook	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	DeEtta Bright	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	DeEtta Bright	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deidra Mckinley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deidre Mbugua	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deirdre Porter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dekota Bisormack	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dekota Bisormack	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Delcinder Fortney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Delilah Battle	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deliso Fuller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Delliara Cooper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Delma Saldana	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Delois Houmb	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Delois Houmb	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Delois Moffett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Delores Arthur	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Delores Bethel	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Delores Bethel	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Delores Jenkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Delores Reid	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Delores Reid	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Delores Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deloris Gary-Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deloris McMillan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deloris McMillan	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deloris Morgan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Delorise Howard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Demetra Fagge'tt	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Demetra Fagge'tt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Demetrius Golden	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Demitra Vanderpool	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Demitra Vanderpool	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dena McKinney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denesa Segrest	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denesa Segrest	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denice Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Beckett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Beckett	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Carrion	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Dailey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Floyd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Floyd	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Ford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Hudson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Lawson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise McCollum	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise McNeal	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise McNeal	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Palmer Huger	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Ray	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Shingles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Shingles	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Thornton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denise Wooten	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denita Rice	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denorris Thomas	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Denorris Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deon Schmidt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deon Tolliver	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dequandra Wright	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dericka Potts	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Deronda Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Derricka Thomas	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Desirae Moore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Desiree Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Desiree Newton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Destiny Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Destiny Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Devore Nixon	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Devyn P. Bryant	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	DeWanda Joiner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	DeWanda Joiner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dia Jiles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dian Hayes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dian Hayes	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diana Hicks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diana Hicks	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diana Hubert	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diana Lane	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diana Marcellis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diana Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diana Robinson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diana Smalls-Sumpter	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diana Smalls-Sumpter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diana Waisome	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diana Waisome	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diane Ball	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diane Gourdine	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diane Grant-Hathaway	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diane Hamby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diane Kennon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diane Kennon	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diane Parker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diane Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diane Young	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diann Ashton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diann Ashton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dianna McFarlane	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dianne Crawford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dianne Crawford	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dianne Harris	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dianne Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dianne Washington	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dianne Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dicupe Dushanska	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Diedre Brooks-Hernandez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dietta Tall-Gueye	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dildra Richardson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dineal Drake	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dione Carter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Direne McBride	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dixie Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dollie M Ross	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dollie M. Ross	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dolores Lee Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dolores Shepherd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Domanique King	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Domanique King	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Domanique King	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dominique Cash	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dominique Cochran	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dominique Warren	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dommanisha Gamble	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Donia Cook	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Donie Kendricks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Donita Watson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Donna Glover	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Donna Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Donna Melissa Blake	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Donna Nowell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Donna Speigner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Donna Twyman-Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Donnetta Gregory	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Donya Cooks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doralicia Farmer	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doralicia Farmer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doranesia Shelvin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doreen Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorethen Holman	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Bethany	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Bethany	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Cox	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Culbreath	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris F. Tull-Evans	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris F. Tull-Evans	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Kyles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Mahone	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Moss	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Stocklin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Strickland	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris V. Berry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Ward	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Ward	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Wright	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Doris Wright	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorlissa Walker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothea Holt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Carson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Carson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Green	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Jackson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Ligon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy May	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Moore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Moore	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Owens	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Pearl Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Pearl Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Thornton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dorothy Thornton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dreda Stanley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dwayne L Abbott	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dwayne L. Abbott	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dyann Felder	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dyann Ferber	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Dyeshawn Lodge	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	E Yvonne Mobley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Earline Batey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Earnestine Cowans	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Earnestine Cowans	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Earnestine Grant	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Earnestine Grant	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Earnestine Wickware	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ebony Chamblee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ebony Champion	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ebony Hodsden	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eddie Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eddie Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Edith Darby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Edith Hunter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Edith Jurkovic	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Edith Jurkovic	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Edna Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Edwina Saunders-Graham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elaine Allison	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elaine Allison	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elaine Charleston	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elaine DeJesus	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elaine Henderson-Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elaine Johnson	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elaine McGriff	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elaine Simon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elaine Taylor-Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elayne Ashley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elayne Ashley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elba Beckham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eleanor Adams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eleanor Craighead	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eleasha Gray	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elenaor Adams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elicia Jackson	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elise Carter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elizabeth Anderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elizabeth Chaney	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elizabeth Chaney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elizabeth Houston	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elizabeth Klabuhn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elizabeth Manzo	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elizabeth Mattress	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elizabeth O'Dell-Talburt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elizabeth Paulino	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elizabeth Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elizabeth Thompson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elizabeth Watkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ella Mae Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ella Quinn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elnora Dahmer	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elnora Dahmer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elnora Peavy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elnora Sims	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eloise Lemon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eloise Lemon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Elzree Fortune	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ema Evans	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Emence Julian	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Emily Hooks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Emily Youngblood	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Emily Youngblood	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Emma Andrews	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Emma Andrews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Emma Scott	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Emma Scott	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Emma Vaughan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Emmadequann Bray	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	England Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ereka Watson-Lee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Erica Fobbs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Erica Romero Burns	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Erica Townsend	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Erica Townsend	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Erica Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Erica Yates	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Erika Amoro	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Erika Amoro	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Erika Ganier	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Erika Ganier	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Erika Phares	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Erma Ragland	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Erma Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ernestine Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ernestine Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ernestine Harris	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ersaline Turner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ersaline Turner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eshea M. Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Esmeralda Irby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Anne Spinelli	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Barbara Somma	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Bennie Mae Jeter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Betty Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Bettye Huddleston	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Cassandra Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Chattie Sabb	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Daphne Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Deborah Reed	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Denise Floyd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Doris Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Edith Remy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Eloise Edmonson	$1.00		Ballot did not indicate vote to accept or reject the Plan

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Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Florence Lawrence	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Gail Torrence	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Geneva Hagwood	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Gladys Stafford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Gwendolyn Camel	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Hazel Ray	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Irena Seals	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Jacqueline Hill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Jacqueline Panayotti	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Leathe Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Lisa Richardson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Luevenia Collins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Mary Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Mildred Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Mildred Pouncey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Muriel Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Norma Goldman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Octavia Snowden	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Pamela Evans	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Racheal Steward	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Robin Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Sheila Morris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Shirley Robertson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Tara Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Valerie Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Warnear Hill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Estate of Yolanda Hicks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Esther Anderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Etchika Ellis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ethel B Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ethel B. Jackson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ethel Brownlow	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ethel Brownlow	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ethel Marie Baker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ethel Marie Baker	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ethel Wesley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ethel Wesley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ethel Yhap	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Etta Legrand	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Etta O'Bryant	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eugenia Harris-Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eugenia Roundtree	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eugenia Roundtree	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eunice Felton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eunice Hicks	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eunice Hicks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eva Buchanan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eva Saxon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eva Saxon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eva Sharp	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eva Simms	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eva Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Eveline Scott	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Evellue Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Evelyn Franklin	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Evelyn Hillman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Evelyn McConnell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Evelyn Patterson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Evelyn Teal	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Evelyn Ward	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Evelyn Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Evelyn Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	EvelynTeal	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Evelyne Dambreville	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Evelyne Dambreville	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Evette Warren	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Evette Warren	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Evohn Bolden	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Evonda Lee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Faith Frazier	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fakeima Harris	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fakeima Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Falicia Stateum	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Faneka Cotton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fannie Keyes	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fannie Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fantasia Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fareedah Hasan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fareedah Hasan	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fareedah Hasan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fatimah Webb	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fawndretta Poe	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fawne Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Faye Hall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Faye Hall	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Faye Kelly	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Faye Kelly	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Faye Palma-Barrios	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Faye Thomas	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Faye Woods	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fe Gonzalez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Felice Garduno	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Felice Garduno	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Felicia Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Felicia Carodine	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Felicia Christian-Weaver	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Felicia Holloway	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Felicia Howard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Felicia Mahoney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Felicia Shinault	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Felicia Spires	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Felisia Warren	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Felisse Rasheed	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fernetha Brooks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fernnelia Payne	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fertima Hughes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fiata Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Floratta Wallace	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Florence Alexander	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Floretta Palmer	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Floretta Palmer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Florida Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Florine Dorsey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fran Burnham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fran Burnham	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frances Anita Knight	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frances Anita Knight	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frances D. Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frances M Lonie- Adams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frances M Lonie- Adams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frances Rodger	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frances Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frances Smith	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frances Talbot	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frances Warner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frances Warner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frances Watson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frances Watson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frances Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frances Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	FrancesDoctorow	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Francia Carrasco	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Francia Carrasco	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Francis Mullen	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Francis Randolph Butler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Francisca Patterson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frankie Baker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Freda Glaspie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Freda Newby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frederica Boggan	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frederica Boggan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fredericka Carrington	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fredericka Rose Carrington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fredia King	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Fredia King	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Freida Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frenchalette Gibson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Frenchalette Gibson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gabrielle Hutchinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gae Seymore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gail Adams Matthews	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gail Adams Matthews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gail Cook	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gale Arnold	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gale Arnold	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gena Raymond	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Genese Staples	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Genese Staples	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Genette Coburn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Genette Randolph	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Geneva Harrison	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Geneva Harrison	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Genieva McCoy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gennett Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Genora Arslan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Georgia A Coates	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Georgia A. Coates	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Georgia Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Georgia Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Georgiana Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Geraldine Craig	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Geraldine Craig	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Geraldine Delancey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Geraldine Delancey	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Geraldine Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Geraldine Wilson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gerawork Getachew	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gerri Davis	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gerri Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gertie Gainey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gertie Talton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gertrude Davis	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gertrude Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gianna F-Maddox	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gillian Syverson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gina Rodriguez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Givannai Lusco	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gladys Cratic	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gladys Vega-Orta	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Glenda Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Glenda Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Glenda Estes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Glenda Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Glenda Pointer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Glenda Pointer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Glenda Taylor	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Glenda Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Glenda Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Glenda Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Glennella J. Brice	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Glennella J. Brice	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Aparicio	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Aparicio	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Biggs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Biggs	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Cobb	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria D. Wiseman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Daniels	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Earls	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Ford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Lyles Lattimore	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Lyles Lattimore	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Miles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Parrish	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Relaford	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Relaford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Reynolds	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Scott	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Smith	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Springer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Stewart	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Wells	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Wilson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gloria Woolfolk	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Glynis Holifield	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Glynis Holifield	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Goldie Espinoza	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gracie Walton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gracy Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gracy Lewis	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Grenda Riley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gretchen Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Guarnata Bourjolly	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwen Samuels	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwen Walton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn Alexander	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn Barnes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn Barnes	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn Denise Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn Douglass	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn Herford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn Herford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn Hines-Hall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn Hines-Hall	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn Holmes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn McLaughlin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn Osborne	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn Osborne	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn Stanford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn White	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwendolyn Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwenzella Lowery	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwenzella Lowery	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwethlyn D. Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Gwethlyn D. Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hadessa Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hadessa Wilson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Harriet Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hasin Ramadan	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hasin Ramadan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hassie Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hassie Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hattie Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hattie Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hattie Byrd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hattie C Blackmon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hattie Herman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hattie Johns	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hattie Means	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Heather Baker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Heather Eanes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Heather Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Heather Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Heather Hudson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Heather Stuckey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Heidi Burkley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Heidi Burkley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Helen Braxton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Helen Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Helen Burdex	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Helen Corbett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Helen Corbett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Helen Davis	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Helen Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Helen Marie Marie Dancer-Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Helen Marie Marie Dancer-Allen	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Helen Nelms	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Helena Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Helena Phillips	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hilda Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hilliary Spivey	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hilliary Spivey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hirut Ejigu	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Hope Norton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ida Allison	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ida Allison	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ida Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ida Holloway	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ida Payne	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ida Payne	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ida Turner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ieshe Hale	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ieshia Banks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Immobiliara Tova. S.A.	$1.00	Reject	Ballot received after Voting Deadline
9(d)	Other General Unsecured Claims against Revlon, Inc.	Imogene Gillard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	India Borden	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Inez Sayers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ingrid Chassange-Camacho	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Riros Corporation	Inmobiliaria Tova. S.A.	$1.00	Reject	Ballot received after Voting Deadline
9(d)	Other General Unsecured Claims against Revlon, Inc.	Iranetta J Myers	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Iranetta J Myers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Irene Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Irene Coleman	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Irene Woods-Cotton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Iris Quintana	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Iris Quintana	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Iris S. Bodre	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Iris Todd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Irma Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Irma Thornton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Isoke Keto	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Itasha Daniels	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Itasha Daniels	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Izetta Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Izola Green	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Izola Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacobra Bouier	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Brownlee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Carraway	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Carraway	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Findley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Grisby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Hayman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Houston	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Hypolite	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Jakuobic	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Jameison	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Jameison	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Johnson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Kim Makins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Mason	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Parker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Parrish	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Sanderlin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacqueline Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacquelyn Bailey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacquelyn Bell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacquelyn Kirkland	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jacquelyn Kirkland	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jada West	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jadore Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jaimela Clemons	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ja'Kate Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jamea Bellmon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jamel Sullivan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jamie Alston	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jamie Arnold Parrish	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jamie Arnold Parrish	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jamisha Edward	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jammie Holliday	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jan Coutrier	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jane Gatling	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jane Hicks	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jane Hicks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janelle Devore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janet Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janet Dennis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janet Dennis	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janet Horton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janet Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janet Morris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janet Samiee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janette Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janice Forrest	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janice Forrest	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janice Godchaux	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janice Godchaux	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janice Hammonds	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janice Harrell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janice Sullivan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janice Suttles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janice White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janice Young	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janie Dyer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janie Sheehan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janie Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janis Barksdale	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janise Snow	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Janise Snow	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jaqueline Ffrench	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jaqui Hill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jarnell Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jasimon Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jasmine Adams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jasmine Franklin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jasmine Hall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jasmine Owens	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jasmine Owens	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jasmine Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jasmine Shumpert	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jaudawn Naverre	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jay Willis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jay Willis	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jazzi McKenzie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jeana Cooper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jeanette Boleware	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jeanette Ingrassia	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jeanette Ingrassia	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jeanette Jordan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jeanine Tedeschi	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jeannette Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jemima Douge	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jena McCallum	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jenice Sheard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jenice Sheard	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jennifer Ann Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jennifer Ann Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jennifer Banks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jennifer Broyles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jennifer Jean Baptiste	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jennifer Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jennifer Wise	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jercola Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jermeise Maclin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jerrilee Cortez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jesse Quinerly	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jesse Quinerly	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jessica Blakes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jessica Crawford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jessica Gray	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jessica Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jessica McBride	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jessica Scott	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jessica Utley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jessica Warden	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jessica Ysasi-Tagle	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jessica Ysasi-Tagle	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jessie Burns	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jewel Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jewel Malone	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jewel Tucker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jewell High	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jimmetta L Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jimmetta L Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jinese Khalil	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jinese Khalil	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joan Fowler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joan Fowler	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	JoAn Gilmore-Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	JoAn Gilmore-Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joan Miner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joann Bruster	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joann Capella	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joann Capella	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joann Cooper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	JoAnn George	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	JoAnn George	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	JoAnn Griffin-Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	JoAnn Griffin-Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	JoAnn Hornetaylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	JoAnn Scaife	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	JoAnn Scaife	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joann Sumter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joann Sumter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joann Sumter	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joann Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joanna Cochran	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joanna Cochran	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joanne Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	JoAnne Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	JoAnne Smaw-Asomugha	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joannie Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jocelyn Fowler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jocelyn Marshall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jocelyn Rosario Dejesus	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joel-Daphna Abel	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joel-Daphna Abel	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	John Sims	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	John Wiggins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Johnese Kimble	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Johnetta Ward	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Johnnie August	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Johnnie August	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Johnnie Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Johnny Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jokita Melvin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joseph Asaro	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joseph Asaro	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joseph Asaro	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joseph Asaro	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joseph Asaro	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joseph Asaro	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joseph Asaro	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joseph Asaro	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joseph Asaro	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joseph Asaro	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joseph Lorusso	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joseph Mixon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joseph Mixon	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Josephine Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Josephine Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Josephine Hearn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Josephine Holtzclaw	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Josephine Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Josephine Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Josephine Thornton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joshlin Placide	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joshlin Placide	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Josie Calloway	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Josie Stevens	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joveda Hunt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jovette Rayford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Jovette Rayford	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joy Gainey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce A Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce A Smith	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Amoakohene	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Amoakohene	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Beard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Brownes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Carter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Carter	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Dillard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Gail	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Hall	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Hall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Kelly	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Lovett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Rector	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Rector	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Scott	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Shepherd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Waters	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Joyce Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Juanita Jethro	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Juanita Jethro	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Juanita Owens	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Juanita Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Judann Taylor	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Judann Taylor	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Judann Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Juddie Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Judie Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Judith Anita Nelson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Judith Anita Nelson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Judy Fowler	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Judy Fowler	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Judy Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Judy Zackery	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Judy Zackery	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	JudyGilmore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Julia Hinton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Julia Hinton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Julia Hinton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Julia Spraggins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Julia Spraggins	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Julianne Clark	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Julie Armbrust	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	June Schaeffer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Junie LaFosse-Fontus	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Junie LaFosse-Fontus	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kailonni Ferguson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kalena Tate	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kalena Tate	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kalesha Thomas	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kalesha Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kamara Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kamiya Washington-Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kandace Stegall	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kandace Stegall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kandice Card	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	KaNecia Harpe	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kanisha Vinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kaniyiah Jennings	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kanyatta Trejo	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Camp	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Camp	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Chandler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Comeaux	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Curry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Dill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Fowler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Golden-Twiggs	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Golden-Twiggs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Green	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Grubbs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Hendon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen L Favorite	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen L Favorite	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Leighton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen McClam	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Moncrief	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Morrison	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Roland	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Waters	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Wyatt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karen Wyatt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karena Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karin Alozade	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karla Joseph	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karla Joseph	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karla Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Karma Williams - Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kasia Anderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katherine Carter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katherine Dyess	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katherine Rozier	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	KatherineHampton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kathleen Gray	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kathleen Gray	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kathleen Killingham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kathleen Killingham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kathleen Killingham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kathren Spencer	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kathrine Butler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kathryn James	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kathy Curry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kathy Davies	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kathy Jodebra Peters	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kathy Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kathy Kelly	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kathy Lewis-Hurt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kathy Lewis-Hurt	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katie Lewis	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katie Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katie Troutman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katie Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katie Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katina Dickson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katory Solomon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katrece Harmon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katrece Harmon	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katrece Harmon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katrena Meeks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katrena Meeks	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katria Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katria Jackson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katrina Billingsley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katrina Billingsley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katrina Dixon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katrina Dixon	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katrina Gilmore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katrina Harp	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katrina Hill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katrina Jenkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katrina Rideaux	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Katrina Stanfield	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kawanna Gordon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kayla Bennett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kayla Bennett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kayla Spann	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kayla Stone	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	KaylaSpann	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Keanu Pool	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Keasha L Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Keasha L. Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kecia Dixson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Keira Wilkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Keisha Brawley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Keisha Edmond	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Keisha McNeary	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Keitsha Howard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kelly Kidd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kelly Lotson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kemisha Hollingsworth	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kendra Shealey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kendra Tamaro Burney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kenisha Lorene Kirksey-Moffett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kenya Baker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kenya Burwell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kenya Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kenyatta Appleton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kenyetta Hunter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kenyetta Hunter	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Keonya MAtthews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Keosha Tate	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Keria Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Keshawn Thaxton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kesia Haley-Price	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Keturah Granger	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Keyona Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Khalifa Hodges	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Khalilah Hasan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kia Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kia Miller	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kianan Rivers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kiera Teagle	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kiesha Gayles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kieshia Durham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kiki Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kim Alhourani	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kim Atkinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kim Clements	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kim Collington-Bennett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kim Lacon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kim McCullom	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kim McCullom	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kim Priest Mathews	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kim Priest Mathews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kim Tanner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kim Tanner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kim Tillett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberley Beck	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberley Jenson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Alexander	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Allen	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Barren	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Brooks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Collins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Darden	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Dent	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Dent	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Dickens	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Grubbs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Hunter	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Hunter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Huntington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Jordan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Judon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Lester	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Mayfield	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Osborne	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Prince	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Roberts	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Talbert	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Talbert	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Weaver	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kimberly Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kina Steele	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kionna Kinard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kirstin Wimberly	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kiuana Caver	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kizzy Maye	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Koncedra Wells	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Krischelle Thierry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Krisha Riley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Krist Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kristal Matthew-Sims	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kristen Dugan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kristi Phelps	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kristi Phelps	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kristian Dillon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kristie Beasley obo Brenda Peace	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kristina Mendivil	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Krystal Freeman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Krystal Giles	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Krystal Giles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Krystal Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Krystal Whatley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Krystal Youngblood	$1.00	Reject	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Krysten Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Krysten Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kunishia Bell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kyena Plater	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kymberlee Devine	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Kyrtle Robertson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	La Sallie Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laccie Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laccie Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lacie Looper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lacina Bennett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ladietrich Perkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lafayette Armstrong	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lafayette Armstrong	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaGuamya L. Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lajanis Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lajanis Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaJoi Thompson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaJoi Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaKaunda Culbert	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaKedra Maull	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaKedra Maull	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lakeesha Marshall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lakeisha Ellis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laketia Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lakeya Lamb	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lakisha Blackstone	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lakisha Dawkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lakisha Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lakorsha Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaLethia Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaLethia Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lalita Wroten	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lannie Johnson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lannie Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lannitra Peaks-Turner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lannitra Peaks-Turner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaPortchia Wright	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaQua Loyd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laquanda Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laquandria Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laquinta Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laquita Daniel	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaQuita Hunter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lasharn Quince	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lashawn Morgan	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lashawn Morgan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lashia Levins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaShonda Boggan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lashondra Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lashunda Brooks	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lashunda Brooks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latannia Lowery	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latanya Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latasha Carter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaTasha Goswick	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latasha James-McNeal	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latasha Jelks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latasha L Gardner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latasha L Gardner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latasha Perry	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latasha Perry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latashia Wade	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lataya Young	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lateisha Reed	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latesha Perry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latichia Mackins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latina Dafney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latina Hill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latisha Barbera	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latisha Levi	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latisha Sealey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latisha Swan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LatishaDempsey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latita Dora	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latonia Admas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latonia Garner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latonia Moore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latonya Bond	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaTonya Cleveland	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latonya Guffin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latonya Jallow	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latonya Sandles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latorsha Pool	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latosha Hogan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latoshia Savage-Willis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latoya Carr	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latoya Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latoya Ingram	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaToya Marsh	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latoya Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latoya Taylot	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latoyomi Mohamad	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latrice Bell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latrice Darrington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	La'Trice Dickerson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latricia Heath	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Latricia Heath	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Baccus	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Buettner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Buettner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Jackson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Littlejohn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Littleton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Littleton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Rodriguez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Ruffin-Wilson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Ruffin-Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Tharpe	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Tharpe	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laura Ware	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lauri Mahley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laurice Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laurice Harris	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laurie Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lautusia Charlette Ball	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lavenia Treaster Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaVenus Drake	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lavern Fizer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lavern Turner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LaVern Whitaker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laverne Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Laverne Mason	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lavinnia Lipscomb	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lawanda Meshell Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leamanetta Humphrey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leana Fox	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leana Fox	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LeAndra Bryant	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LeAndra Bryant	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leatha Mae Clark	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lechae Baker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ledora Hankton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lee Joyce Lee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lee Joyce Lee	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lee Roseboro-Jenkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lee Roseboro-Jenkins	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lee Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LeeAndrea Trainor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lekisha Cox	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lela Vivian	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lena Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lenora Jews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lenora Peden	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lenys Volquez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leola Henry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leona Eaddy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leona Eaddy	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leona Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lerez Long	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lerez Long	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lesa McBride	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lesia Staples-Messick	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lesia Staples-Messick	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lesley Dearry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leslie Bouyer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leslie Carte	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leslie Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leslie Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leslie Olivarez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leslie Sykes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leslie Tullock	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Leslie Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Letitia Glover	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Letitia Glover	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Letrice Norwood	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Letrice Norwood	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Letricia Walls	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lezada Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lillian Mayo	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lillian Mayo	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lillian Nixon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lillian Rice	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lillian Rice	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lillie Wesley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Aguillard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Banks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Banks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Barr	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Barr	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Bishop	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Blue	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Blum	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Bryant	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Bryant	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Bryant	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Campbell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Cochran	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Cork	$1.00		Ballot received after Voting Deadline; Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Darby	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Darby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Ewell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Ewell	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Faulkner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Faulkner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Ford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda G. Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Goodson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Greenidge	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Griffin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Hambright	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Jackson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Leatherwood	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Leatherwood	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Marshall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Marshall	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Masha	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Meredith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Meredith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Miller	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Moore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Moss	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Pass Fowler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Reed	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Reed	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Rodgers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Terrell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Terrell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Thomas	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Thompson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Tongi	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Tucker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linda Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lindsay Burls	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lindsey Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Linnea Pinkett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Blalock	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Bonner Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Braddock	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Chupurdy	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Chupurdy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Cosey	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Cosey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Dubose-Ginlack	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Dubose-Ginlack	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Farland	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Ford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Gaines	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Gordon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa James	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Keith	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Keith	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Keith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Lewis-Raulerson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa McKenzie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Stephan Wantz	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Stephan Wantz	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Tabor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Thomas Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Thomas Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Tigney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Torrence	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Vingara	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Vinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisa Vinson (deceased)	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lisette Serrano	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Litonda Peterkin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Liz-Zey Annett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lois Johnson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lois Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lolita Loyd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lora Dumas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lora Dumas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lora Lattimore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lora Lattimore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lora Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Loraine Findley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lorene Wills	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Loretta Brown-Freddie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Loretta Brown-Freddie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Loretta Harry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Loretta Jordan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Loretta Kinnon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Loretta Kinnon	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Loretta Owens	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Loretta Shipman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lori Harvell	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lorie Guillory	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lorraine Foster	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lorraine J Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lorraine J Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lorraine Martin	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lorraine Martin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lorraine R Mabry	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lorraine R Mabry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lorraine Reape-Kelly	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lorraine Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Louina Tucker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Louisa Goings	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lovell Morris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	LoveVell Higgs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lovie Watson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lowary Barrett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Luandra Mann	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lucette Powe	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lucia Sylvester	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lucia Sylvester	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lucinda Buchanan	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lucinda Buchanan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lucretia Henson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lucretia Littleton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lucretia Littleton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Luenette Harrison	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Luenette Harrison	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Luisa Osborne	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lula Brewer	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lula Brewer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lumara Morales	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lurlene Mosley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Luvenia M. Dennis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lydia Townsend	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lydia Valsin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lydia Watson-Polk	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lykesha Cunningham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lykesha Cunningham	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lynda Sullivan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lynell Randolph	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lynetta Staton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lynette Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lynette Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lynn Moore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lynn Young	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lynnette Crosslen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Lytashe Marshall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mabel Hines	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mabel Knight	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mabel Knight	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mable Hunter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mable Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mable Washington	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mable Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Madeline Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Madeline Scott	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Madeline Scott	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Madelyn Blakely	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mae Evans	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mae Kaho	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	MaeKaho	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Magdalena Samuchin	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Magdalena Samuchin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mairrlyn Cross	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mairrlyn Cross	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maketta Matthews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Malikah Mahdi	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Malinda Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Malisa Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Malissa Matthews	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Malissa Matthews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Malissa Payton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Malori Pierre	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	MaMercedes Ramos	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mamie Little	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mamie Tweedie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mammie Griffin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Manzella Kornegay	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maquetta Phanor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marcella Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marcella Davis	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marcia Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marcia Eckles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marcia Green-Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marcia Lang	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marcia Maize	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mardreana Reed	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marell Fields	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margaret Ammons	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margaret Ammons	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margaret Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margaret Livermore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margaret Livermore	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margaret Livermore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margaret Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margaret Murray-Bellinger	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margaret Murray-Bellinger	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margaret P Sherrod	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margaret Ruffin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margaret Wherry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margaret White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margarita Yniguez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margie Andrews	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margie Andrews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margo Griffin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margo Muldrow	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Margo Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marguerite Wallace	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mari Richardson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maria Cruz-Torres	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maria D Morris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maria D Morris	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maria Mack	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maria Mack	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maria Martinez Holland	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maria Medina	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maria O'Hara	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maria O'Hara	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maria Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maria Schwar	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maria Schwar	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marian Bentford	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marian Bentford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marian Harris	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marian Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marian Henderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marian Smallwood	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marida King	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marie Constant	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marie Skinner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marie Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marie Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marilene George	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marilene George	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marilyn Bonner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marilyn Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marilyn Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marilyn Gale	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marilyn Kidd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marilyn McBride	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marilyn Stewart	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marilyn Tharrington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marilyn Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marilyn Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marina Perez-Moore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marjorie Hunt-Bluford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marjorie Irons	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marjorie Wilcoxson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Markieva Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marleah Isom	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marlene Bray	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marlene Gibbs	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marlene Gibbs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marlene Wiles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marlita Roach-Alexis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marlita Roach-Alexis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marquesa Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marquesa Johnson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marquita Jefferson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marquita Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marseena Harmonson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marsha Jenkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marsha Tinsley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marshae Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marshaye Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marshaye Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marshaye Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marshelle Whittle	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marshiela Little	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Martha Ann Carbs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Martha Ann Carbs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Martha Brannon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Martha Carter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Martha Davenport	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Martha Dulaney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	MarthaBowden	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Martina Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Martina Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Martina Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marva Fife	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marva Fife	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marva Helton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marva Mack-Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marva Newman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Marvalous Snipe	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Anderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Ann Somersall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Ann Somersall	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Black Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Blackshear	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Bryant	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Bryant	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Burkett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Burton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Carter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Dickerson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Fletcher	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Gordon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Hall	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Hall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	MARY HARRIS	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Helton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Holcey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Holcey	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Jo Reynolds	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Jo Reynolds	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Lean Bolden	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Lean Bolden	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Lee	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Lee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Lou Long	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Mason	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Mobley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Mobley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Murphy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Nelson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary O'Neal	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Parker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Phillips	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Roberson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Roberson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Ruth Gill	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Ruth Gill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Torres	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Torres	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Valerie Mills	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mary Wilson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maryln Carter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maryln Carter	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Matilda Balin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mattie Cody	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mattie Cohen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mattie Lee-Lambert	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mattie Lee-Lambert	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mattie Newsom- Bogan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mattie Ricks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mattie S Woods	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mattie Woodie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maureen Bready	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maxie Mayes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maxie Mayes	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maxine Garza	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maxine Glimps	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maxine Glimps	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maxine Tuiaana	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maxine Wade	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	May Evelyn Nunley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Maybelline Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mayrene Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mazetta Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melanie Cox	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melanie Gipson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melanie Schofield-Norris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melanie Wilder	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melba Moore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melba Moore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melinda Ferrell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melinda Jordan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melinda Toney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melinda Toney	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melisa Barber	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melissa Cotton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melissa Cotton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melissa Cox-Thioube	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melissa Cox-Thioube	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melissa Fuentes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melissa Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melissa Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melissa Morgan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melissa P Young	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melissa P Young	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melissa Pinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melissa Tarber	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melissa Tullis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melissa Yolanda Bagley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melissa Yolanda Bagley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mellissa Fletcher	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mellody Birl	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melody Boyd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melody Totten	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Melva Maragh	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Meosha Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Merle Venture	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Meta Walker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Metrina George	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mexie Beasley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michele Coyle	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michele Morizzi	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michele Powe	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michele Rigaud	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michele Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Bunch	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Coppola	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Deon Lowe	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Dixon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Grayer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Greene	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Higginbottom	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Higginbottom	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Lang	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Legier	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Mucker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Mucker	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Stokes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Taylor	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Tracy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Willis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michelle Wray	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michon Nathan	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Michon Nathan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Miguel Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Milagros Leon-Jeter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Milagros Tejada	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Milagros Tejada	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mildred Brooks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mildred Brooks	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mildred Graves	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Millie Smith Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Millon Grisby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mindy Battles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Minerva J. Brummell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Minidepositos Denpar, S.A.	$1.00	Reject	Ballot received after Voting Deadline
9(d)	Other General Unsecured Claims against Riros Corporation	Minidepositos Denpar, S.A.	$1.00	Reject	Ballot received after Voting Deadline
9(d)	Other General Unsecured Claims against Revlon, Inc.	Minnie Greene	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mira Martin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Miriam Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mirriam A. Peterson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Miss Mullins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Miss Mullins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mitzi Atkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Moira Nash	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Moira Nash	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Ampley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Ampley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Anderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Everett	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Faye Hair-Abernathy	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Faye Hair-Abernathy	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Key	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Key	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Marie McHardy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Nadia Fleming	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Nadia Fleming	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Powell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Reed	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Wall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monica Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monicqua Watkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monika Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monika Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monique Bibb	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monique Bibbs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monique Fields	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monique Hines	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monique Mikes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monique Mikes	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monique Mitchell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monique Patterson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monique West	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monique West	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Monique Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Morina Nicholson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Morina Nicholson, BSN, RN	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Mykhale Sims	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Myoshia Middleton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nadine Linnen-Awoyemi	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nakeia Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nakia Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nakia Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nakia McClelland	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nakisha Weaver	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nalana D. Walls	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nancy Delva	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nancy Mateo	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nancy Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nancy Yeladaki	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nancy Yeladaki	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nanette Wells	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Naoki Hisey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natalie Bee	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natalie Bee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natalie Fleshman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natanya Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natasha Bibbs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natasha Bibbs	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natasha Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natasha Duncan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natasha Duncan	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natasha Goodwin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natasha Lea	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natasha Stockdale	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natasha Wright	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nataya Perry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natesha Moss Ali	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natesha Moss Ali	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natosha Clark	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natosha Clark	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Natoyah Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nchukym Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nedra Chaney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nedra Scott	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nekeidra Cromwell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nellie Ampley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nellie Porter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nephateria Lee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Neshae OQuinn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nettie Hall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nettie Hall	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nichelle Meriwether	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nichelle Ruffin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nichole Martin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nichole Martin	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nickya Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nicole Dunn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nicole Dunn	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nicole Hicks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nicole Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nicole Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nicole Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nicole McNeill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nicole Morris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nicole Thrift	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nicole Thrift	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nicole Venable	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nicolette Pringle	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nicolette Pringle	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nikki Billingsley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nikki Durham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nikole Byars	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nilza Daly	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nina Mckey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nine-Tey Steele	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nneka Ndukwe	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nona Odom	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Noreen Freeman-Murphy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Noreen Freeman-Murphy	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Norma Maddox	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Norma Maddox	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nykisha Davis	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nyla Buie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Nyreiss Boone	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Octavia Griffin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Odella Jackson Ii	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Odessa McCray	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Odessa McCray	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Odessie Cherry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Olivia pegues	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Olivia Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ollie Andersosn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ollie Bruce	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ollie Bruce	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Omelia Carter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Opal Goines	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paige Vincier	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pam Rush	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamala Adams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamala Adams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Acker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Acker	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Adams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Bass	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Birscoe-Flores	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Cook	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Cooper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Douglas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Eddins	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Eddins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela English	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Evans	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Evans	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Exum	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Handley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Lasha Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Livingston	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Obanye	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Paynes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Rose Thompkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Shelby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Shelby	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Stanley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Stanley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Wilkerson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Wilkerson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pamela Y Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pandora Phillips	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pandoria Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paquese James	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paquese James	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Parthenia Kimber-Ingram	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Parthenia Kimber-Ingram	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patrece Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patrice Braxton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patrice Jordan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patrice Jordan	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patrice N. Raglin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Chavis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Donley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Donley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Doss-Austin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Edwards	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Fairley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Ferguson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Garner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Garner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Hockless	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Hockless	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Johnson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Matthews	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Matthews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Mcclintock	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Parker	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Parker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Pippin	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Pippin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Price	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patricia Young	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	PatriciaHarris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patrina Dean	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patrix Cody-Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patsy Elizabeth Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Patsy Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	PAULA BENNETT	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	PAULA BENNETT	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paula DeShone Simmons	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paula DeShone Simmons	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paula Georges	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paula Georges	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paula Mckinney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paula Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paula Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paula Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paulette Clay	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paulette Clay	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paulette Cooper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paulette Hall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Paulette Hall	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pauline Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pauline McLean	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pearlie M. Gill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Peggy Felton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Peggy Felton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Peggy Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Peggy Jenkins	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Peggy Jenkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Peggy Vallot	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Penny Grinage	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Perla Munoz	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Perrena Bernoudy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Perrena Bernoudy	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Petty Yuma	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Anderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Ann Yates	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Autry	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Gaines	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Gaines	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Harper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Henderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Hunter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Hunter	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis McLaughlin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Millner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Nolley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Ramsey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Robertson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Shanks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Shanks	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Washburn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Phyllis Welch	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pia Worsley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Pinkie Ware	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Porche Jones Watts	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Priscilla Jennings	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Priscilla Jennings	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Priscilla Ntigbu	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Priscilla Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Prudence Simmons	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Quantay Prince	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Quantay Prince	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Quiana Perez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Quinia Steele	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Quinia Steele	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Quinia Steele	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Quintasia Stingley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rachael Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rachael Thomas	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rachel Morgan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rachel Osborne	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rachel Osborne	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rachel White-Sotade	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rachelle Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rainey Millswalker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rajeashwari Burnice	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rajeashwari Burnice	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ramona Ferrell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ramona Raimey	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ramona Raimey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ramonia Pettyway	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ramonita Hurt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ramonita Hurt-Covey	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ramonita Hurt-Covey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Randi Hill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Raquelle Russell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rashanda Millsap	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rashanda Millsap	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rashawnda Reed-Smiley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rebecca Bennett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rebecca Dean	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rebecca Peterson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rebecca Shine	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rebecca Shine	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rebecca Van Dyke	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rebecca Van Dyke	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Redell Sherrill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Reeva Thrower	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Reeva Thrower	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Regina Callaway	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Regina Dumas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Regina Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Regina Knight	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Regina Knight	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Regina Livingston	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Regina Livingston	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Regina Powell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Regina Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rekisha Little	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Remonda Edmond	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Renaldo Brady	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Renaldo Brady	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Renda Waters	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rendia Douglas	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rendia Douglas	$1.00	Reject	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Renee Bryant	$1.00		Ballot did not indicate vote to accept or reject the Plan; Superseded by later received, valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Renee Gilliespie	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Renee Gilliespie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Renie Kennedy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Renika Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Renita Lambert	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Renita Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Renota Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhoda Brown-Goodwin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rholanda Patterson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhoma Clarke	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Brooks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Burnett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Cooper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Fields	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Fields	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Henson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Henson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Henson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Howze	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Jackson-Howard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Lee	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Martin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Milford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Shumpert	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rhonda Williamson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Richarda Davis	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Richarda Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Richetta Shands	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Richie DeAnn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Riden, James	$1.00	Accept	Ballot received after Voting Deadline
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rima Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rita Brunson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rita Chambliss	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rita Gilliam	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rita Pearson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rita Pearson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rita Richey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ritzie Donald	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ritzie Donald	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Robin Bragg	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Robin Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Robin Hall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Robin Kitchen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Robin Kitchen	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Robin Mouhon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Robin Osley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Robin Patterson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Robin Patterson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Robin Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Robin Tinsley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rochelle Ali	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rochelle Ali	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rochelle Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rochelle Montgomery	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Roe Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rolin Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rolin Williams-Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rolin Williams-Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Roma Baker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Romeda Williams Smith	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Romeda Williams Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Romekeia Jinnings	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	RonChelle Tisdale	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ronda Holsey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ronda Holsey	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ronda Pruitt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ronna Gillam	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ronna Gillam	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosa Garvin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosa Grayson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosa Owens	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosa Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosa Sanders	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosa Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosalind Lee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosalind Reed	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosalind Rollins	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosalind Rollins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rose Clark	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rose Hodges	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rose Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rose Robinson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rose Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rose Wilson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rose Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rose Winston	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rose Winston	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Roseann Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Roselind Smith-Barkley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Roselind Smith-Barkley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosemary Bostic	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosemary Stover	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosemary Thorton McKethan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosetta Clifton	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosette Molnar	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Roshanda Gause	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Roshawnda Fields	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Roshawnda Fields	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Roshon M Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rosie Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Roslyn Kitrelll	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Roslyn Kittrell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Roslyn Stitt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Royyvette Comeaux	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Royyvette Comeaux	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruby Ann Flores	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruby Ann Flores	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruby Sanderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Rulee Callahan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Runnette Hamilton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Runnette Hamilton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruta Taito	$1.00	Reject	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruth Ann Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruth Ducasse	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruth E. Bowie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruth Patterson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruth Roberson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruth Walsh	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruth Walsh	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruth Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruth Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruther J Barnwell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruther J Barnwell	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruthie Skipper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ruthie Skipper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sabina Newman-Brooks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sabina Watts	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sabina Watts	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sabrina Anderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sabrina Henriquez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sabrina Neptune	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sabrina Russell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sabrina Wilds	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sadesta Jacques	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sadesta Jacques	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Safi Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sallena Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sallena Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sally Horton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sally Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sally Jackson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Samantha Gatson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Samantha Jenkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Samantha King	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Samantha King	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Samantha King	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Samantha Lin Magoon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Samatra Hampton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Avery	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Avery	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Bledsoe	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Bledsoe	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Crossley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Dee Wilbon Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Doster	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Gortman-Cross	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Hamilton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Keiser	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Keiser	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Killingsworth	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Long	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra McCallum	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Minter-Rimmer	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Minter-Rimmer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra O'Neal	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Risher	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Sherod	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Stewart	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Stewart	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Summage	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Whitten	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandra Yvonne Marsh	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandy Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sandy McElwee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Saniyah Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sanjanee Warden	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Santana Robertson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Santonja Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Santrisha Woods	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sara Curry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sara Witherspoon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sarah Dickerson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sarah Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sarah Holmes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sarah Russell	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sarah Russell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sarah Stapleton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sashanna McKen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Saundra Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Schavonne Rice	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Schavonne Rice	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Schnetska Batts-Shuler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon Consumer Products Corporation	SCP Carlstadt PRP Group	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Seanette Coaxum	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Seitia Harris	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Semikkia McGriff-Eley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Seneca Moorehead	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Seneca Wadswroth	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Senurs Mixon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sequneca Mosley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sequoya Turner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Serena Warren	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Seretha McMoore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shacola Serrano	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	ShaDawn Mayer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shadia Patterson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shaironda Mainor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shakara Irie	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shakara Irie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shakeira Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shalissa McDonald	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shalita Alexander	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shallia McMultry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shalonda Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shalonda Marvell Howard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shalonda Marvell Howard	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shamaya Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shamekia Golliday	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shamika Donahue	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shamika Donahue	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shamille Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shamonie Fluellen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shampagnne Humphries	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shandrea Scaggs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shanese Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shani Todd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shanice La-Cole Avery	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shanice La-Cole Avery	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shaniece Nazareth	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shanique Nixon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shanique Nixon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shanita Womack on behalf of ZB	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shanna Solomon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shannah B. Dixon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shannah B. Dixon	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shannon Daniels	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shannon Mulvihill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shannon Watts	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shannon Watts	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shanta Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shanta McKinzie	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shanta McKinzie	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shantel Butts	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shantel Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shanwte Watkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shaquanna Garner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shaquita Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shara White	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharanda Lockett	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shari Alexis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharlene Peebles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharlet Ambrister	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharmia Goodwin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharneice Mayfield	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharnell Compton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharnitta Culbreath	$1.00		Ballot received after Voting Deadline; Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharolin Carson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharolin Carson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Baird	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Batson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Bodley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Burnom	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Burnom	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Franklin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Franklin	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Giddens	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Hamm	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Hamm	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Holmes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Horsey	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Horsey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Hudson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Kerr	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Lampley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon McCohn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Miles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Miles	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Moosa	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Najib	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Najib	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Nicholas	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Nicholas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Ruffin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Shaw	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Spencer	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Spencer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon White	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharon Young	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharonica Leeper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharron Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharron Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sharronn Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shatonex IrvinHolliman	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shatonex IrvinHolliman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shatonex IrvinHolliman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shaun Glover	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shauntaye Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shaunte Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shauntell Watson	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shavon Barrett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shawanda Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shawn Beaulieu	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shawn Handley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shawnee Chaney	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shawnee Chaney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shawneequa Clark	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shayla Doughtry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheena Bennett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheena Sims	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Adama	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Dorse Winfield	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Dorse Winfield	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Forney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Fraser	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Gioe	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Gioe	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Jenkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Jenkins	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Kirby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila McDaniel	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Nichols	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Nichols	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Parker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Simms	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Simms	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Stewart	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheila Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shekietha Mosley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shelby Henderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shelia Camper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shelia Deberry	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shelia Deberry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shelia Fraser	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shelia Savage	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shelia Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shelia Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shelie Cagle	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shelie Cagle	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shelley Curtis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shelley Delaney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shelley Delaney	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shelvie Jean Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shelvie Jean Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shemia Myers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheneal Cunningham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shenell Deville	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shenique Craig	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shenita Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shepell Baker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheral Sims	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherea Randolph	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherea Randolph	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shereen Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shereese Tinsey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherena Battles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherita Poindexter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherlontris Holder	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheronda Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherre Barnes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherree Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherri Flagg	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherri Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherrill Hunter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherrill Lewis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherrlyn Pennyman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherry Britt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherry Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherry Fannin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherry Flowers	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherry Flowers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherry Fulton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherry Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherry Jack	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherry Jack	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherry McGilvery	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sherry Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shervetta Freeman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shervon Vaulx	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheryl Glover	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheryl Glover	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sheryl Wright	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shetelha Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shianne Lee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shidonne Sumlin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shiekima Linson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shinneka Joyell Watkins	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shinneka Joyell Watkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirlene Francois	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Adams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Adams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Anderson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Anderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Dunbar	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Dunbar	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Elizabeth Adams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Goodwin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Goodwin	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Lynch	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Majeed	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Mcdonald	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley McDowell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Moore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Pfleider	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Pfleider	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Richardson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Rocha-Lampp	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Wallace	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shirley Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shkenya Gulley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shon Sancroft	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shonda Creswell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shondra Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shondra Jackson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shondra Sudduth	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shontel Maxey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shontell Oneal	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shunda Aaron	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shureka Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shyhannes Beard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Shymeeka Fairley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sibrina Colburn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sierra Claiborne	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sierra Holmes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sierra Holmes	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Simon Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Simone Shoemake	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Siobhan Ayuso	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Skylar Gibbs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sojourn Sherrell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sondar Lunsford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sondra McGee	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sondra McGee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sondra Sims	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonia Reed	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonia Reed	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonia Robinson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonia Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonia Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonja Barrant	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonji Clark	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonji Clark	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonya Archibald	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonya Archibald	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonya Denise Parker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonya Jean Coleman	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonya Jean Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonya Louise Perry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonya Pulley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonya Pulley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonya Roe	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonya Roe	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonya S Palmer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sonya Syndor-Francis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sozana Browning	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stacee Murphy	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stacee Murphy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stacey G. Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stacey McCracken	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stacey Pigg	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stacey Tolliver	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stacey Wheeler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Staci Ferrer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stacy Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stacy Nicole Turner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stacy Nicole Turner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Starr K. Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stella B. Collins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stella Obot	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stella Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephania Patton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephania Patton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Blankenship	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Brannon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Brock	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Davis	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Denise Johnson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Denise Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Harper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Lacy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Lacy	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Mack	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Paris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Renee Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Richardson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Senegal	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Teeter	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Stephanie Teeter	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sultania Burns	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sunday Satterwhite	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sunday Satterwhite	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Susan Belinda Mills	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Susan Belinda Mills	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Susan Gordon Barker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Susan Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Susan Morris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Susan Morris	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Susan Vaughn	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylretta Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylretta Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvania Rose Sanchez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Annette Parker	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Annette Parker	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Barr	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Barr	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Cox	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Cox	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Jefferson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Johnson Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Johnson Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Mathews	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Mathews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Morris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Myles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Phillips	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Purvis	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Shepherd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Sylvia Terry-Peraza	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Syneca Woods	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Synetha Melton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Syrvillia Gilchrist	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tabathia Reed Adams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tabitha Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tahira Oney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tahyesh Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Takara Prestage	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Takeisha Harrison	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Takisha Griffin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Takisha Jordan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Talea Orr	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Talea Orr	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Talena Alexander	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamala Alexander	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamara Bosket	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamara Collins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamara Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamara Fry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamara Gunsby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamara Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamara Jones-Short	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamara Long	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamara Long	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamara Pace	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamara Sigars	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamara Vail	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamara Vazquez	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamara Vazquez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamara Walker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamaya Byrd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamaya Byrd	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tameeka McClain	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tameka Longmire Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamelay Dillard	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamelay Dillard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamell Walker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamika Abdullah	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamika Barnes	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamika Barnes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamika Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamika Buchanan	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamika Chandler	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamika Chandler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamiko Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamiko Roberts	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamirya White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamirya White	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tammera Slater	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tammie Barnes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tammie Moore	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tammy Gray	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tammy Pettiford	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tammy Spears for the Estate of Joanne Holla	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tammy Wells	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tammy Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamra Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tamra Jackson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tandra Blackwell-Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tandra Whetstone	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Taneisha Hughes	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Taneisha Hughes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tanishia Bryant	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tanjanika Gatson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tannaze Weeks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tannaze Weeks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tannieka Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tanya Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tanya L Arnold	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tanya Moon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tanya Terry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tanya Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tanzania Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tape Venus	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tapura Munyaka	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tara Fulwiley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tara Hagar	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tara Hagar	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tareia Porter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Target Corporation	$1.00	Reject	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(d)	Other General Unsecured Claims against Elizabeth Arden, Inc.	Target Corporation	$1.00	Reject	Claim disallowed for voting purposes pursuant to the Debtors' Second Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, No Liability Claims, and Satisfied Claims [Docket No. 1534]
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tarina Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tarji Anderson-Russell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tarrian Gibson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tasha Galbreath	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tasha Galbreath	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tashmia Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ta-Tanisha Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tauheedah Johnson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tauheedah Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Taunya Lester	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tawana Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tawana Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tawana Parker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tawana Payne - Boney	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tawania Loyd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teans Ross	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tedra Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teela Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teela Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tekeila Ward	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	TeKyesha Anderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teldra Miner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Telesha whitaker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Telida Elston	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Temeka Walker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tenika Campbell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tenissa Scott	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tera Mack	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teresa Aghahowa	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teresa Banks-Brown	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teresa Banks-Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teresa Edwards	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teresa Edwards	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teresa Hargrove	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teresa Lonon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teresa Marsh	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teresa Marsh	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teresa McGary	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teresa McGary	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teresa Parker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teresa Parks	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teresa Parks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teresa Robertson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Teri Henderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tericka Grady	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Terri L Young	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Terri L Young	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Terri Miller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	TerriMcCoy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Terrica Funchess	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Terrie Horton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Terrie Horton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Terrina Shepard	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Terry Seymore-Collins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Terry Stark	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	The Estate of Alicia Harrell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	The Estate of Anna August	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	The Estate of Delorece Marshall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	The Estate of Diane Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	The Estate of Edna Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	The Estate of Gladys Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	The Estate of Janette Wallace	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	The Estate of Johnnie Daniel	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	The Estate of Marjorie Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	The Estate of Monica Franklin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	The Estate of Rosa Young	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	The Estate of Vicki White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Thea Rene Clark	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Thea Rene Clark	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Thelma Boone	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theodora Gorham	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa Botto	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa Harrison	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa Inabinet	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa Lee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa Lockridge	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa Lockridge	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa Lofton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa McCloud	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa Mims	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa Mims	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa Mosley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa Reese	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa Sierra	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa Solmone	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Theresa White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Therisa Lea	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Thinethia Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Thomasina Godfrey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Thomasina Soumahoro	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Threather Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Threather Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tia Banks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tia Daniel	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tia Daniel	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tia Matthews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tia Trigg	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiara Anderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiara Anderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiera Gardner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tieunkia Marsh	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tifernie Irby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiffany Campbell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiffany Douthard for Estate of Theodora Boyd	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiffany Evans	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiffany Hooks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiffany Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiffany Matthews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiffany Pope	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiffany Pope	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiffany Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiffany White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiffeny Curier	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiffeny Curier	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tijuana Keaton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tijuana Keaton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tijuana Pirro	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tikeshia Mitchell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Timika Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Timiki Hills	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Timitris Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Timitris Jackson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Timmeyah Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tina Brooks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tina Caldwell	$1.00		Ballot received after Voting Deadline; Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tina D Morris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tina Hardin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tina Person	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tina Rogers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tina Watson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tina Whitaker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tina Wilson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tira Pittman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tisha Brown	$1.00	Reject	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tisha Moten	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tisheena Beavers	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tisheka Saunders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiwana Matthews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tiwanna Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Toemaka Holmes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Toi Clarke	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Toinnette Lake	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Toinnette Lake	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tomika Barnes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tomika Barnes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tongela Cook	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Toni Butcher	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Toni Glover	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Toni Glover	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Toni McCullough	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Toni Wolfe	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Toni Young	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tonie Anderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tonika Tchampo	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tonita Stone	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tonja Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tonja Loraine Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tonja Rounds	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tonja Rounds	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tonnette Hogains	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tonya Greer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tonya Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tonya McMillian-Franks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tonya Reeves	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tonya Reeves	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tonya Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tonya White	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tori Pearson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Toria Simpson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tosha Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tosha Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Towana Giles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Towanda Ross	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Toynette Spears	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracee Vance	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracey Diamond	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracey Glover	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracey Harper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracey Jancye	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracey Moncus	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracey Snowden	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracey Snowden	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracie Davis	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracie Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracie Montgomery	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracie Renner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracie Renner	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracy Arrington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracy Ellen Turner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracy Ellen Turner	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracy Gentry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracy Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracy Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracy Harris	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracy Holloman	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracy Holloman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracy Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracy Lipscomb	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracy Manier	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracy Shell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracy Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracy Washington	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracye Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tracye Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Travia Wix	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Travonna Phelps	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Treatha Reid Fox	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Treatha Reid Fox	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Trenice Mason	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Trenna Watkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Trenna Watkins	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tressia Yarbrough	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Trilette Andrews	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Trina Burns	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Trina Cotton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Trina Johnson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Trina Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Trina Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Trindie Morton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Trueyer Payton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tujuana Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Twanna Batts-Grady	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Twauana Jenkins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tykease Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tykease Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tyra Terry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tyshelia Conner	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tywania Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tywania Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Tzfeeraw Fairchild	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Elizabeth Arden, Inc.	U.S Customs and Border Protection	$903,814.87		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon Consumer Products Corporation	U.S. Customs and Border Protection	$6,332,787.98		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon Consumer Products Corporation	U.S. Customs and Border Protection	$6,332,787.98		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Urehenanse Anderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ursula Anderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ursula Anderson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ursula Jacobs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ursula Jacobs	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valancia Davenport	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valarie Peoples	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valarie Peoples	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valarie Slaughter	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valeda Hall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Adams-Woods	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Adams-Woods	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Baker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Cochran	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Cochran	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Curry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Eason	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Gipson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Goosby-Hicks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Greene	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Greene	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Greene	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Jackson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Orr	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Orr	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Paige	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Paige	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Slade	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Stewart	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Taylor	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valerie Taylor	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valinza Hamer	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vallon Dubose	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vallon Dubose	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Valorie Oglesby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vanda Sibley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vanessa Arrospide	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vanessa Buendel	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vanessa Cartwright	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vanessa English	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vanessa Holliday	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vanessa Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vanessa Page	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vanessa Smith	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vanessa Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vanessa Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vankeysha Jacobs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vankeysha Jacobs	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Varley Mcclain	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Varley Mcclain	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vashti Starr Buck	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vashti Starr Buck	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Velma Hood	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Velma Hood	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Velma Joseph	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Velma Utunedi	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Velma Utunedi	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Venisha Gordon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vennessa Lyons	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Veola Sears-Dean	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Veola Sears-Dean	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vera Delores Ford	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vera Delores Ford	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Verda Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Verinda Gibson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Verlyn Johnson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Verlyn Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vermell Hamilton-Pimble	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vernessa Compton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vernice Harris	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Verona Allen	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Verona Allen	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Veronica Alexander	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Veronica Alexander	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Veronica Collins	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Veronica Crutcher	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Veronica Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Veronica Graves	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Veronica High	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Veronica Hooks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Veronica Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Veronica Mosley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Veronica Ready	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Veronica Ready	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Verquishia Kitchens	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Verron Vaccianna	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vertonga Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vicki Wise	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vickie Ann Benton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vickie Ann Benton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vickie Cottman	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vickie Cottman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vickie Garrett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vickie Lockwood	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vickie Stockton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vickie Stockton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Victoria Ann Hayes	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Victoria Clark	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Victoria E. Riley	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Victoria Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Victoria Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Victoria Jordan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Victoria Medlock	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Victoria Medlock	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Victoria Nelson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Victoria Sanders	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Victoria Shaw-Lebby	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Victoria Thomas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Victoria Torres	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vincent Gamaliel	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vinnie Brady	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Viola Wallace	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Violet Mensah	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Violet Singletary	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Virginia Reese	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Virginia Saltzman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Virginia Saltzman	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Virginia Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vivian Gaddy	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vivian Gaddy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vivian Hamilton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vivian Hamilton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vivian Obasohan	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vonda Fields	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vondell Norman	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vondell Norman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vonetta Perry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vonica Winbush	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vonnetta Perry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Vonnetta Perry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wanda Coffee	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wanda Coleman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wanda Cullens	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wanda Cureton	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wanda Cureton	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wanda Harper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wanda Parker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wanda Rucker	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wanda Rucker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wanda Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wanda Smith	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wanda Smith	$1.00	Accept	Superseded by later received valid Ballot included in final tabulation
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wanda Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wavena Pratt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wendy Batiste	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wendy Chandler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wendy Harper	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wendy M. Bennett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wendy Walker	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wendy Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Whittney Burnette	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wilhelmenia Jones	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wilhelmenia Jones	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wilhelmenia Peterson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wilhelmenia Peterson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Willie Beckett	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Willie Beckett	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Willie Green	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Willie Lyles	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Willie Mae Manley	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Willie Mae Munson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Willie McClearin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Williemae Blakey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wilma Hill	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wilma Thompson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wilma Transou	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Winette Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Winifred Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Winona Cash	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Winona Cash	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wynne Excell-Chatnam	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wyona Dixon	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wyona Dixon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Wyvern Wallace	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yakeitha Lawrence	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yalanda Davis	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yalanda Davis	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yaleidy Villalba	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yavhaverne Bennett	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ynez Wells	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yoland Ruben	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda Bandy	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda Berry	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda Canada	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda Cross	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda Flint	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda Fowler	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda Julien	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda montgomery	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda Pruitt	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda Pruitt	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda R. Brown	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda Shields	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda Smith	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda Valdez	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda Williams	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolanda Williams	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yolande Samerson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Youlanda Whittle	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Ysytisa Cantrell	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yulonda Brooks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yuma Petty	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvette Beeks	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvette Douglas	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvette Henderson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvette Henderson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvette Mulkey	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvette Mulkey	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvette Toledo	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvette Woods	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvone Good	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvone Good	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Cole	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Gale Stovall	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Gilbert	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Heath	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Heath	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne John	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne John	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Kilpatrick	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Lawrence	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Martin	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Montgomery	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Montgomery	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Moore	$1.00		Ballot did not indicate vote to accept or reject the Plan

Revlon, Inc., *et al.*
Exhibit B-1 - Report of Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	Name	Voting Amount	Accept / Reject	Reason(s) for Exclusion
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Moore	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Solomon	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Stovall	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Yvonne Threat	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Zahrah Pugh	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Zedoria Chatman	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Zendra Jackson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Zendra Jackson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Zenobia Robinson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Zina Elery-Johnson	$1.00	Accept	Vote withdrawn pursuant to letter received from claimant's counsel pursuant to paragraph 17 of the Disclosure Statement Order, and at the direction the Debtors
9(d)	Other General Unsecured Claims against Revlon, Inc.	Zina Elery-Johnson	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Zina Eugene	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Zynthia Waller	$1.00		Ballot did not indicate vote to accept or reject the Plan
9(d)	Other General Unsecured Claims against Revlon, Inc.	Евгений Алексеев	$1.00		Ballot did not indicate vote to accept or reject the Plan

Exhibit B-2

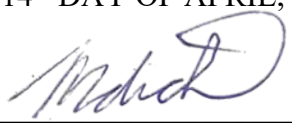
Revlon, Inc., *et al.*

Exhibit B-2 - Report of Public Securities Ballots Excluded from Final Tabulation

Plan Class	Plan Class Description	DTC Participant Number	DTC Participant of Beneficial Holder	Principal Amount	Accept / Reject	Reason(s) for Exclusion
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$278,000.00	Accept	Voting Record Date position on submitted Ballot was not validated by a Nominee; superseded by later received valid Ballot included in tabulation
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$50,000.00	Accept	Voting Record Date position on submitted Ballot was not validated by a Nominee
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$150,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$110,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$22,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$25,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$5,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$5,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$10,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$10,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$34,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$14,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$8,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$11,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$14,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	15	MORGAN STANLEY SMITH BARNEY LLC	$10,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	62	VANGUARD MARKETING CORPORATION	$6,000.00	Accept	Voting Record Date position on submitted Ballot was not validated by a Nominee
8	Unsecured Notes Claims against All Applicable Debtors	62	VANGUARD MARKETING CORPORATION	$3,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	141	WELLS FARGO CLEARING SERVICES LLC	$15,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	164	CHARLES SCHWAB & CO., INC.	$3,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	164	CHARLES SCHWAB & CO., INC.	$5,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	164	CHARLES SCHWAB & CO., INC.	$4,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	188	TD AMERITRADE CLEARING, INC.	$5,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	188	TD AMERITRADE CLEARING, INC.	$2,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	188	TD AMERITRADE CLEARING, INC.	$8,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	188	TD AMERITRADE CLEARING, INC.	$12,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	226	NATIONAL FINANCIAL SERVICES LLC	$10,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	226	NATIONAL FINANCIAL SERVICES LLC	$10,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	235	RBC CAPITAL MARKETS, LLC	$2,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	443	PERSHING LLC	$75,000.00		Holder did not vote to accept or reject the plan
8	Unsecured Notes Claims against All Applicable Debtors	901	THE BANK OF NEW YORK MELLON	$30,000.00	Accept	Voting Record Date position on submitted Ballot was not validated by a Nominee
8	Unsecured Notes Claims against All Applicable Debtors	901	THE BANK OF NEW YORK MELLON	$30,000.00	Accept	Superseded by later received valid Ballot included in tabulation
8	Unsecured Notes Claims against All Applicable Debtors	908	CITIBANK, N.A.	$4,491,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	908	CITIBANK, N.A.	$54,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	908	CITIBANK, N.A.	$6,827,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	908	CITIBANK, N.A.	$100,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	908	CITIBANK, N.A.	$500,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	1970	EUROCLEAR BANK SA/NV	$400,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	1970	EUROCLEAR BANK SA/NV	$23,280,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	1970	EUROCLEAR BANK SA/NV	$25,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	1970	EUROCLEAR BANK SA/NV	$50,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	1970	EUROCLEAR BANK SA/NV	$100,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	1970	EUROCLEAR BANK SA/NV	$34,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	1970	EUROCLEAR BANK SA/NV	$1,500,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	1970	EUROCLEAR BANK SA/NV	$1,050,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	1970	EUROCLEAR BANK SA/NV	$2,175,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	1970	EUROCLEAR BANK SA/NV	$300,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	1970	EUROCLEAR BANK SA/NV	$1,000,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	1970	EUROCLEAR BANK SA/NV	$58,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	1970	EUROCLEAR BANK SA/NV	$50,000.00	Accept	Holder vote received after voting deadline
8	Unsecured Notes Claims against All Applicable Debtors	1970	EUROCLEAR BANK SA/NV	$1.00	Accept	Holder vote received after voting deadline

TAB R

THIS IS **EXHIBIT "R"** REFERRED TO IN THE AFFIDAVIT OF ROBERT M. CARUSO, SWORN BEFORE ME OVER VIDEO CONFERENCE THIS 14th DAY OF APRIL, 2023.



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)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING THE THIRD AMENDED JOINT PLAN OF REORGANIZATION OF REVLON, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

WHEREAS the above-captioned debtors and debtors in possession (collectively, the "Debtors"), have, among other things:[2]

a. commenced the above-captioned chapter 11 cases (the "Chapter 11 Cases") by filing voluntary petitions for relief under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") on June 15, 2022 (the "Petition Date") and June 16, 2022;

b. continued to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

c. entered into, on December 19, 2022, the Chapter 11 Restructuring Support Agreement [Docket No. 1216, Ex. A];

d. filed, on December 23, 2022, (i) the *Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of 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' claims and noticing agent at https://cases.ra.kroll.com/Revlon. The location of the Debtors' service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, 10041-0004.

[2] Unless otherwise noted, capitalized terms not defined in this order (the "Confirmation Order") shall have the meanings ascribed to them in the *Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, attached hereto as **Exhibit A** (as may be amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof and this Confirmation Order, and including all exhibits and supplements thereto (including the Plan Supplement), the "Plan"). The rules of interpretation set forth in Article I.B of the Plan shall apply to this Confirmation Order.

Bankruptcy Code [Docket No. 1253], (ii) the *Disclosure Statement for Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1254], and (iii) the *Debtors' Motion For an Order Approving (I) the Adequacy of the Disclosure Statement, (II) Solicitation and Voting Procedures with Respect to Confirmation of the Plan, (III) the Form of Ballots and Notices in Connection Therewith, and (IV) the Scheduling of Certain Dates with Respect Thereto* [Docket No. 1255] (the "Disclosure Statement Motion");

e. filed, on January 10, 2023, the *Motion for Entry of an Order (I) Authorizing the (A) Debtors' Entry into the Backstop Commitment Agreement, (B) Debtors' Entry into the Debt Commitment Letter, (C) Debtors to Perform All Obligations Under the Backstop Commitment Agreement and Debt Commitment Letter, and (D) Incurrence, Payment, and Allowance of Related Premiums, Fees, Costs, and Expenses as Administrative Expense Claims, (II) Approving the Rights Offering Procedures and Related Forms and (III) Granting Related Relief* [Docket No. 1306];

f. entered into, on January 17, 2023, (i) the Backstop Commitment Agreement [Docket No. 1344, Ex. A], and (ii) the $200,000,000 Incremental New Money Facility Backstop Commitment Letter [Docket No. 1344, Ex. B], as may be amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof;

g. filed, on January 23, 2023, the *Notice of Filing Disclosure Statement Exhibits* [Docket No. 1372];

h. entered into, on February 21, 2023 (i) the Amended and Restated Chapter 11 Restructuring Support Agreement [Docket No. 1498, Ex. 1], and (ii) the Amended and Restated Backstop Commitment Agreement [Docket No. 1508, Ex. A];

i. filed, on February 21, 2023, (i) the *First Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1499], and (ii) the *Disclosure Statement for First Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1501];

j. filed, on February 21, 2023, the solicitation versions of (i) the First Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 1507], and (ii) the Disclosure Statement for First Amended Joint Plan of Reorganization of Revlon, Inc. and its

Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 1511] (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, and including all exhibits and supplements thereto, the "Disclosure Statement");

k. caused notice of the Confirmation Hearing and the deadline for objecting to confirmation of the Plan (the "Confirmation Hearing Notice") to be distributed on February 23, 2023, and continuing thereafter, as evidenced by the *Affidavit of Service* [Docket No. 1600] (the "Confirmation Hearing Notice Affidavit");

l. caused solicitation materials, the opt-in and opt-out notices, and notice of the deadline for objecting to confirmation of the Plan to be distributed, by February 27, 2023, and continuing thereafter, consistent with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the Disclosure Statement Order, which Disclosure Statement Order also approved, among other things, solicitation procedures (the "Solicitation and Voting Procedures") and related notices, forms, Ballots, and Master Ballots (collectively, the "Solicitation Packages") and opt-in and opt-out notices, as evidenced by, among other things, the *Affidavit of Service of Solicitation Materials* [Docket No. 1640] and the *Affidavit of Service of Solicitation Materials* [Docket No. 1653] (together, the "Solicitation Package Affidavits");

m. caused the Confirmation Hearing Notice to be published on February 27, 2023, in the national edition of the *New York Times*, and on February 28, 2023 in the national edition of *USA Today* and the national edition of the *Globe and Mail* in Canada, as evidenced by the *Certificate of Publication* [Docket No. 1601] (the "Publication Affidavit," and together with the Solicitation Package Affidavits, and the Confirmation Hearing Notice Affidavit, the "Solicitation Affidavits");

n. filed, on March 9, 2023, the *Notice of Filing of Form of New Warrant Agreement* [Docket No. 1589];

o. caused the notice of the Hair Straightening Bar Date (as defined in the Hair Straightening Bar Date Order) to be published on March 10, 2023, in the national edition of the *New York Times* and the national edition of *USA Today*, and on March 14, 2023, in the *Globe and Mail* in Canada, as evidenced by the *Certificate of Publication* [Docket No. 1712] (the "Hair Straightening Affidavit");

p. filed, on March 16, 2023, (i) the *Second Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to*

Chapter 11 of the Bankruptcy Code [Docket No. 1613], and (ii) the *Notice of Filing of Plan Supplement* [Docket No. 1614] (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "Plan Supplement");

q. filed, on March 23, 2023, the *Initial Declaration of James Daloia of Kroll Restructuring Administration LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the First Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1664] (the "Initial Voting Certification");

r. filed, on March 29, 2023, the *Notice of Filing of Second Plan Supplement* [Docket No. 1706];

s. filed, on March 29, 2023, the *Supplemental Declaration of James Daloia of Kroll Restructuring Administration LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the First Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1710] (the "Supplemental Voting Certification," and together with the Initial Voting Certification, the "Voting Certification");

t. caused, on March 31, 2023, the transmittal of the Equity Rights Offering Procedures, Subscription Forms (as defined in the Equity Rights Offering Procedures), and related materials (collectively, the "Rights Offering Materials"), in accordance with the Equity Rights Offering Procedures;

u. filed, on March 31, 2023, the *Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1727];

v. filed, on March 31, 2023, the *Debtors' Memorandum of Law In Support of Confirmation of the Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code and Omnibus Response to Objections Thereto* [Docket No. 1728] (the "Confirmation Brief");

w. filed, on March 31, 2023, the *Declaration of Robert M. Caruso in Support of the Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1729] (the "Caruso Declaration"); and

x. filed, on March 31, 2023, the *Declaration of Steven M. Zelin in Support of the Third Amended Joint Plan of Reorganization of*

Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 1730] (the "Zelin Declaration,");

y. filed, on March 31, 2023, the *Declaration of Paul Aronzon in Support of the Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1731] (the "Aronzon Declaration", and together with the Voting Certification, the Caruso Declaration, and the Zelin Declaration, the "Confirmation Declarations").

And WHEREAS this Court has, among other things:

a. entered on February 21, 2023, (i) the *Order Approving (I) the Adequacy of the Disclosure Statement, (II) Solicitation and Voting Procedures with Respect to Confirmation of the Plan, (III) the Form of Ballots and Notices in Connection Therewith, and (IV) the Scheduling of Certain Dates with Respect Thereto* [Docket No. 1516] (the "Disclosure Statement Order"), and (ii) the *Order (I) Authorizing the (A) Debtors' Entry into the Backstop Commitment Agreement, (B) Debtors' Entry into the Debt Commitment Letter, and (C) Debtors to Perform All Obligations under the Backstop Commitment Agreement and the Debt Commitment Letter, and (D) Incurrence, Payment, and Allowance of Related Premiums, Fees, Costs, and Expenses as Administrative Expense Claims, (II) Approving the Rights Offering Procedures and Related Materials, and (III) Granting Related Relief* [Docket No. 1513];

b. entered, on March 7, 2023, the *Order (I) Establishing Supplemental Deadline for Submitting Hair Straightening Proofs of Claim, (II) Approving the Notice Thereof, and (III) Granting Related Relief* (the "Hair Straightening Bar Date Order");

c. set March 20, 2023, at 4:00 p.m. (prevailing Eastern Time), as the deadline for voting on the Plan, except with respect to Hair Straightening Claims (subject to the qualifications set forth in the Hair Straightening Bar Date Order);

d. set March 23, 2023, at 4:00 p.m. (prevailing Eastern Time), as the deadline for voting on the Plan with respect to Hair Straightening Claims;

e. set March 23, 2023, at 4:00 p.m. (prevailing Eastern Time), as the deadline for filing objections to the Plan;

f. set April 3, 2023, at 10:00 a.m. (prevailing Eastern Time), as the date and time for the commencement of the Confirmation Hearing

pursuant to Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code;

g. reviewed the Plan (including the Plan Supplement and the discharge, compromises, settlements, releases, exculpations, and injunctions set forth in Article X of the Plan), the Disclosure Statement, the Solicitation Affidavits, the Confirmation Brief, the Confirmation Declarations, the Hair Straightening Affidavit, and all pleadings, exhibits, statements, responses, and comments regarding Confirmation, including all objections, statements, and reservations of rights filed by parties in interest on the docket of the Chapter 11 Cases;

h. held the Confirmation Hearing;

i. heard the statements, arguments, and objections made by counsel in respect of Confirmation;

j. considered all oral representations, testimony, documents, filings, and other evidence presented at the Confirmation Hearing;

k. entered rulings on the record at the Confirmation Hearing;

l. overruled any and all objections on the merits to the Plan and to Confirmation and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated herein; and

m. taken judicial notice of all pleadings and other documents filed, all orders entered, and all evidence and arguments presented in these Chapter 11 Cases.

NOW, THEREFORE, the Court having found that notice of the Plan and the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation has been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and that the legal and factual bases set forth in the documents filed in support of Confirmation and all evidence proffered or adduced by counsel at the Confirmation Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, the Court hereby makes and issues the following Findings of Fact and Conclusions of Law and hereby orders as follows:

1. FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY DETERMINED FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

A. Findings and Conclusions

1. The findings and conclusions set forth herein and on the record of the Confirmation Hearing constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by this Court at the Confirmation Hearing in relation to confirmation of the Plan are hereby incorporated into this Confirmation Order. To the extent 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.

B. Jurisdiction, Venue, Core Proceeding (28 U.S.C. §§ 157(b)(2) and 1334(a))

2. The Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. § 1334. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b), and the Court has jurisdiction to enter a final order determining that the Plan, including the Restructuring Transactions contemplated in connection therewith, complies with the applicable provisions of the Bankruptcy Code and should be confirmed and approved. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Eligibility for Relief

3. The Debtors are entities eligible for relief under section 109 of the Bankruptcy Code.

D. Chapter 11 Petitions

4. On June 15, 2022 or June 16, 2022, each Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors-in-possession pursuant to sections 1107(a) and

1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases. 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 pursuant to section 1102 of the Bankruptcy Code (the "Creditors' Committee") [Docket No. 121].

E. Judicial Notice

5. The Court takes judicial notice of (and deems admitted into evidence for Confirmation) the docket of the Chapter 11 Cases maintained by the Clerk of the Court and/or its duly appointed agent, including all pleadings and other documents filed, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered or adduced at, the hearings held before the Court during the pendency of the Chapter 11 Cases, including, without limitation, the hearing to consider the adequacy of the Disclosure Statement and the Confirmation Hearing. Any resolutions of any objections explained on the record at the Confirmation Hearing are incorporated herein by reference.

F. Disclosure Statement Order

6. On February 21, 2023, the Court entered the Disclosure Statement Order, which, among other things, fixed March 20, 2023, at 4:00 p.m. (prevailing Eastern Time) as the deadline for voting to accept or reject the Plan (the "Voting Deadline"), and March 23, 2023, at 4:00 p.m. (prevailing Eastern Time) as the deadline for objecting to the Plan (the "Plan Objection Deadline").

G. Hair Straightening Bar Date Order

7. On March 7, 2023, the Court entered the Hair Straightening Bar Date Order, which, among other things, fixed April 11, 2023 at 5:00 p.m. (prevailing Eastern Time) as the extended deadline for Hair Straightening Claimants to file a Hair Straightening Proof of Claim (as defined in the Hair Straightening Bar Date Order), and fixed March 23, 2023 at 4:00 p.m. (prevailing Eastern Time) as the extended deadline for voting to accept or reject the Plan solely for Hair

Straightening Claimants that filed Hair Straightening Proofs of Claim prior to such deadline in accordance with the relevant provisions of the Hair Straightening Bar Date Order (the "Hair Straightening Voting Deadline").

H. Notice and Transmittal of Solicitation Materials; Adequacy of Solicitation Notices

8. As evidenced by the Solicitation Affidavits, the Hair Straightening Affidavit, the Plan, the Disclosure Statement, the Disclosure Statement Order, the ballots for voting on the Plan (the "Ballots"), the Confirmation Hearing Notice, notices of non-voting status, and the other materials distributed by the Debtors in connection with Confirmation of the Plan (collectively, the "Solicitation Materials"), including notice of the Voting Deadline, the Hair Straightening Voting Deadline, and the Plan Objection Deadline, were transmitted and served in compliance with the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, with the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules"), and with the procedures set forth in the Disclosure Statement Order and the Hair Straightening Bar Date Order. Notice of the Confirmation Hearing complied with the terms of the Disclosure Statement Order, was appropriate and satisfactory based on the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. The transmittal and service of the Solicitation Materials complied with the approved Solicitation and Voting Procedures, were appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, were conducted in good faith, and were in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable rules, laws, and regulations. Because such transmittal and service were adequate and sufficient, no other or further notice is necessary or shall be required.

9. The period during which the Debtors solicited acceptances to the Plan was a reasonable and adequate period of time and the manner of such solicitation was an appropriate

process for creditors and equity holders to have made an informed decision to vote to accept or reject the Plan.

I. Good Faith Solicitation (11 U.S.C. § 1125(e))

10. Based on the record before the Court in the Chapter 11 Cases, the Debtors have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code and other applicable law, and pursuant to sections 1125 and 1126 of the Bankruptcy Code, and the Debtors, the Consenting BrandCo Lenders, the Consenting 2016 Lenders, the Creditors' Committee, and, as applicable, each of their respective Affiliates, and each of their and their Affiliates' agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys, in each case solely in their respective capacities as such, have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, solicitation and/or purchase of New Securities offered, issued, sold, solicited, and/or purchased under the Plan (including the Equity Rights Offering) and any previous plan and, therefore, no such parties, individuals, or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, solicitation, or purchase of the New Securities offered, issued, sold, solicited, and/or purchased under the Plan (including the Equity Rights Offering) or any previous plan.

J. Voting Certification

11. On March 23, 2023 and March 29, 2023, respectively, the Voting and Claims Agent filed the Initial Voting Certification and the Supplemental Voting Certification with the Court, certifying the method and results of the Ballots tabulated for Class 4 (OpCo Term Loan Claims), Class 5 (2020 Term B-1 Loan Claims), Class 6 (2020 Term B-2 Loan Claims), Class 8 (Unsecured Notes Claims), Class 9(a) (Talc Personal Injury Claims), Class 9(b) (Non-Qualified Pension Clams), Class 9(c) (Trade Claims), and Class 9(d) (Other General Unsecured Claims) (the "Voting

Classes"). As evidenced by the Voting Certification, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation and Voting Procedures, and the Local Rules.

12. As set forth in the Plan and the Disclosure Statement, only Holders of Claims in the Voting Classes were eligible to vote on the Plan. Under section 1126(f) of the Bankruptcy Code, Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and Class 3 (FILO ABL Claims) are Unimpaired and are presumed to have accepted the Plan. Under section 1126(g) of the Bankruptcy Code, Holders of Claims and Interests in Class 7 (BrandCo Third Lien Guaranty Claims), Class 10 (Subordinated Claims), and Class 12 (Interests in Holdings) are receiving no distribution under the Plan and are presumed to have rejected the Plan. Holders of Claims and Interests in Class 11 (Intercompany Claims and Interests) are either Unimpaired or Impaired, and Holders of such Claims and Interests are presumed to accept the Plan or deemed to reject the Plan.

K. Plan Supplement

13. The filing and notice of the Plan Supplement (including any modifications or supplements thereto) were proper and in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, all other applicable laws, rules, and regulations, and the Disclosure Statement Order, and no other or further notice is or shall be required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan and the Restructuring Support Agreement, and the consent rights of the Consenting Creditor Parties thereunder, the Debtors are authorized to alter, amend, update, modify, or supplement the Plan Supplement before the Effective Date. All parties were provided due, adequate, and sufficient notice of the Plan Supplement, and the filing of any further supplements thereto will provide due, adequate, and sufficient notice thereof.

L. Modifications to the Plan

14. Pursuant to, and in compliance with, section 1127 of the Bankruptcy Code, the Debtors have proposed certain modifications to the Plan as reflected therein (the "Plan Modifications"). In accordance with Bankruptcy Rule 3019, the Plan Modifications do not (a) constitute material modifications of the Plan under section 1127 of the Bankruptcy Code, (b) cause the Plan to fail to meet the requirements of sections 1122 or 1123 of the Bankruptcy Code, (c) materially or adversely affect or change the treatment of any Claims or Interests, (d) require re-solicitation of any Holders of Claims or Interests, or (e) require that any such Holders be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Under the circumstances, the form and manner of notice of the Plan Modifications were adequate, and no other or further notice of the Plan Modifications is necessary or required. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims or Interests that voted to accept the Plan or that are conclusively presumed to have accepted the Plan, as applicable, are deemed to have accepted the Plan as modified by the Plan Modifications. No Holder of a Claim or Interest that has voted to accept the Plan shall be permitted to change its acceptance to a rejection as a consequence of the Plan Modifications.

15. To the extent this Confirmation Order contains modifications to the Plan, such modifications were made to address objections and informal comments received from various parties-in-interest. Modifications to the Plan since the entry of the Disclosure Statement Order are consistent with the provisions of the Bankruptcy Code. The disclosure of any Plan modifications prior to or on the record at the Confirmation Hearing constitutes due and sufficient notice of any and all Plan modifications. The Plan as modified shall constitute the Plan submitted for Confirmation.

M. Objections

16. To the extent that any objections (whether formal or informal), reservations of rights, statements, or joinders to any of the foregoing relating, in each case, to Confirmation have not been resolved, withdrawn, waived, or settled prior to entry of this Confirmation Order, or otherwise resolved herein or as stated on the record of the Confirmation Hearing, they are hereby overruled on the merits based on the record before this Court.

N. Burden of Proof

17. The Debtors, as the proponents of the Plan, have met their burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation of the Plan. In addition, to the extent applicable, the Plan is confirmable under the clear and convincing evidentiary standard. Each witness who testified on behalf of the Debtors or submitted a declaration in support of Confirmation in connection with the Confirmation Hearing was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

O. Bankruptcy Rule 3016

18. The Plan is dated and identifies the Debtors as the Plan proponents, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement satisfied Bankruptcy Rule 3016(b). The discharge, release, injunction, and exculpation provisions of the Plan are set forth in bold therein and in the Disclosure Statement, thereby complying with Bankruptcy Rule 3016(c).

P. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1))

19. The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

(i) Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1))

20. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. As required by section 1123(a)(1), in addition to Administrative Claims (including Professional Compensation Claims and statutory U.S. Trustee fees), Priority Tax Claims, ABL DIP Facility Claims, Term DIP Facility Claims, and Intercompany DIP Facility Claims which need not be classified, Article III of the Plan designates fifteen Classes (or subclasses thereof) of Claims and Interests. As required by section 1122(a) of the Bankruptcy Code, the Claims and Interests placed in each Class are substantially similar to other Claims and Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, the classifications were not implemented for improper purposes, and such Classes do not unfairly discriminate between or among Holders of Claims and Interests. Thus, the Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

(ii) Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)).

21. Article III of the Plan specifies that Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 3 (FILO ABL Claims), and, as applicable, Class 11 (Intercompany Claims and Interests) are Unimpaired under the Plan, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.

(iii) Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)).

22. Article III of the Plan specifies the treatment of each Impaired Class under the Plan, including Class 4 (OpCo Term Loan Claims), Class 5 (2020 Term B-1 Loan Claims), Class 6 (2020 Term B-2 Loan Claims), Class 7 (BrandCo Third Lien Guaranty Claims), Class 8 (Unsecured Notes Claims), Class 9(a) (Talc Personal Injury Claims), Class 9(b) (Non-Qualified Pension Clams), Class 9(c) (Trade Claims), Class 9(d) (Other General Unsecured Claims), Class

10 (Subordinated Claims), Class 12 (Interests in Holdings), and, as applicable, Class 11 (Intercompany Claims and Interests), thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

(iv) No Discrimination (11 U.S.C. § 1123(a)(4))

23. Article III of the Plan provides for the same treatment for each Claim or Interest within a particular Class except to the extent that a Holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest. Accordingly, the Plan satisfies section 1123(a)(4) of the Bankruptcy Code.

(v) Adequate Means for Implementation of the Plan (11 U.S.C. § 1123(a)(5)).

24. The Plan and the various documents and agreements included in the Plan Supplement or entered into in connection with the Plan provide adequate and proper means for implementation of the Plan, including, without limitation: (a) the consummation of the Restructuring Transactions (including the Description of Transaction Steps set forth in the Plan Supplement); (b) the execution and delivery of Definitive Documents, as applicable, including those agreements or other documents of merger, amalgamation, consolidation, contribution, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan; (c) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan; (d) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, contribution, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or local law, if necessary; (e) the issuance of the New Securities; (f) the cancellation of certain existing agreements, obligations, instruments,

and Interests; (g) the entry into the Exit Facilities; (h) the entry into the New Warrant Agreement; (i) the continued vesting of the assets of the Debtors' Estates in the Reorganized Debtors; and (j) all other actions that the Debtors determine to be necessary, including making filings or recordings that may be required by applicable law in connection with the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

(vi) Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)).

25. To the extent required under section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents prohibit the issuance of non-voting equity securities and provide for an appropriate distribution of voting power among the classes of equity securities possessing voting power. Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

(vii) Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)).

26. The Reorganized Debtors' initial directors and officers are set forth in the Plan and the Plan Supplement to the extent known, and, to the extent not known, will be determined in accordance with the Article IV.H of the Plan and the New Organizational Documents. From and after the Effective Date, each such director and officer shall serve and shall be appointed pursuant to the terms of their respective charters and bylaws, limited liability company agreements, or other formation and constituent documents, including the New Organizational Documents and applicable laws of the respective Reorganized Debtor's jurisdiction of formation. The employment and manner of selection of such individuals is consistent with the interests of Holders of Claims and Interests and public policy. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

Q. Discretionary Contents of the Plan (11 U.S.C. § 1123(b))

27. The additional provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code. Thus, the Plan complies with section 1123(b) of the Bankruptcy Code.

(i) Impairment/Unimpairment of Any Class of Claims or Interests (11 U.S.C. § 1123(b)(1))

28. Pursuant to the Plan, Classes 1, 2, and 3 are Unimpaired, Classes 4–10 and 12 are Impaired, and Class 11 is either Impaired or Unimpaired, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

(ii) Assumption and Rejection of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2))

29. Article VII.A of the Plan provides that, except as otherwise provided in the Plan, all of the Debtors' Executory Contracts and Unexpired Leases shall be deemed assumed as of the Effective Date except for any Executory Contracts or Unexpired Leases that: (a) previously were assumed or rejected by the Debtors; (b) are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; or (c) are the subject of a motion to reject such Executory Contracts or Unexpired Leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such rejection is on or after the Effective Date. The Plan contains additional provisions that provide for the assumption of certain contracts relating to insurance and Employment Obligations.

(iii) Settlement, Releases, Exculpation, and Injunction (11 U.S.C. § 1123(b)(3)(A))

30. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided pursuant to the Plan, including the releases set forth in Article X thereof, the provisions

of the Plan, including the Plan Settlement, constitute a good faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, satisfied, or otherwise resolved pursuant to the Plan, including, for the avoidance of doubt, any and all Causes of Action that were or could have been asserted in *AIMCO CLO 10 Ltd et al. v. Revlon, Inc. et al.*, Adv. Pro. Case No. 1:22-ap-1167 (Bankr. S.D.N.Y.) (the "Adversary Proceeding"). Such compromises and settlements are the product of extensive arm's-length, good faith negotiations and are fair, equitable, and reasonable and in the best interests of the Debtors and their Estates.

(iv) Preservation of Causes of Action (11 U.S.C. § 1123(b)(3)(B))

31. Article IV.Q of the Plan provides for the preservation by the Debtors of certain Causes of Action in accordance with section 1123(b) of the Bankruptcy Code. In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, any and all Retained Causes of Action (except, if the GUC Trust is established in accordance with the Plan, the GUC Trust may enforce all rights to commence and pursue Retained Preference Actions), whether arising before or after the Petition Date, including but not limited to any actions specifically enumerated in the Plan Supplement. Unless any Cause of Action of the Debtors against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or pursuant to a Final Order, including through trade agreements executed pursuant to the Final Vendors Order,[3] the Reorganized Debtors expressly reserve all such Retained Causes of Action for later adjudication or settlement in the Reorganized Debtors' sole discretion. Additionally, in accordance with section 1123(b)(3) of the Bankruptcy

[3] *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* [Docket. No. 263] (the "Final Vendors Order").

Code, any Retained Cause of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor, except as otherwise provided in the Plan. The Plan (including the Plan Supplement) are sufficiently specific with respect to the Causes of Action to be retained by the Debtors, and provide meaningful disclosure with respect to the potential Causes of Action that the Debtors may retain, and all parties-in-interest received adequate notice with respect to such Retained Causes of Action. The provisions regarding the Retained Causes of Action in the Plan are appropriate and in the best interests of the Debtors, their respective Estates, and Holders of Claims and Interests.

(v) Other Appropriate Provisions (11 U.S.C. § 1123(b)(6))

32. The Plan's other provisions (including to the extent modified by this Confirmation Order) are appropriate and consistent with the applicable provisions of the Bankruptcy Code, including, without limitation, provisions for (a) distributions to Holders of Claims and Interests, (b) resolution of Disputed Claims, (c) allowance of certain Claims, (d) the assumption of certain Indemnification Provisions, (e) discharge of certain Claims and termination of certain Interests, (f) releases by the Debtors of certain parties, (g) voluntary releases by certain third parties, (h) exculpations of certain parties, (i) the injunction of certain Claims and Causes of Action in order to implement the discharge, release, and exculpation provisions, and (j) retention of Court jurisdiction, thereby satisfying the requirements of section 1123(b)(6) of the Bankruptcy Code.

R. Cure of Defaults (11 U.S.C. § 1123(d))

33. Article VII.C of the Plan provides for the satisfaction of Cure Claims associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. Unless otherwise provided by this Confirmation Order, the cure amount identified in the Cure Notice distributed to the applicable counterparty represents the amount, if any, that the Debtors shall pay in full and complete satisfaction of such Cure Claim.

Any Cure Claims shall be satisfied on the Effective Date or as soon as reasonably practicable thereafter or on such other terms as the party to such Executory Contract or Unexpired Lease may otherwise agree. Any disputes regarding assumption, including the amount of any Cure Claim, will be determined in accordance with the procedures set forth in Article VII.C of the Plan and applicable law. As such, the Plan provides that the Debtors will cure, or provide adequate assurance that the Debtors will promptly cure, defaults with respect to assumed Executory Contracts and Unexpired Leases in compliance with section 365(b)(1) of the Bankruptcy Code. The Debtors provided sufficient notice to the counterparties to the Executory Contracts and Unexpired Leases to be assumed under the Plan. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

S. The Debtors' Compliance with the Applicable Provisions of the Bankruptcy Code (11 U.S.C. § 1129(a)(2))

34. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code. Specifically:

a. the Debtors are eligible debtors under section 109 of the Bankruptcy Code and are proper proponents of the Plan under section 1121(a) of the Bankruptcy Code;

b. the Debtors have complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Bankruptcy Court;

c. the Debtors and their agents solicited votes to accept or reject the Plan in compliance with sections 1125 and 1126 of the Bankruptcy Code, and all other applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, and the Hair Straightening Bar Date Order; and

d. the Debtors have complied with other applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules except as otherwise provided or permitted by orders of the Court.

T. Good Faith Proposal of Plan (11 U.S.C. § 1129(a)(3))

35. The Debtors have proposed the Plan (including the Plan Supplement and all other documents necessary or appropriate to effectuate the Plan) in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, the formulation of the Plan, the process leading to Confirmation, the support of Holders of Claims in the Voting Classes for the Plan, and the transactions to be implemented pursuant thereto. The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, the hearing on the Disclosure Statement, and the record of the Confirmation Hearing, and other proceedings held in the Chapter 11 Cases. The Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtors' Estates and to effectuate a successful reorganization of the Debtors. The Plan and all documents necessary to effectuate the Plan were the product of extensive negotiations conducted at arm's length among the Debtors and their key stakeholders, including the Consenting Creditor Parties, the Hair Straightening Claimants, and their respective professionals. Further, the Plan's classification, indemnification, settlement, discharge, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's length, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and are each integral to the Plan, supported by valuable consideration, and necessary to the Debtors' successful reorganization. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

36. The Plan gives effect to many of the Debtors' restructuring initiatives, including implementing value-maximizing restructuring transactions. Accordingly, the Debtors, the Released Parties, and the Exculpated Parties have been, are, and will continue to be acting in good

faith if they proceed to: (a) consummate the Plan, the Restructuring Transactions, and the agreements, settlements, transactions, transfers, and other actions contemplated thereby, regardless of whether such agreements, settlements, transactions, transfers, and other actions are expressly identified by this Confirmation Order; and (b) take the actions authorized, directed, or contemplated by this Confirmation Order. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code and the aforementioned parties have acted in good faith.

U. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4))

37. Any payment made or to be made by the Debtors, or by any Person issuing securities or acquiring property under the Plan, for services or for costs and expenses in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been approved by or is subject to the approval of the Court as reasonable, including as set forth in this Confirmation Order, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

V. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5))

38. The Debtors have complied with section 1129(a)(5) of the Bankruptcy Code. The identity and affiliations of any known Person proposed to serve on the New Boards were disclosed in the Plan Supplement, as well as any known Persons that will serve as an officer of Reorganized Holdings or other Reorganized Debtors. The proposed officers and directors for Reorganized Holdings are qualified, and their appointment to, or continuance in, such roles is consistent with the interests of Holders of Claims and Interests and with public policy. To the extent that such directors and officers are insiders, the nature of their compensation has been disclosed to the extent known and reasonably practicable.

W. No Rate Changes (11 U.S.C. § 1129(a)(6))

39. Section 1129(a)(6) of the Bankruptcy Code is not applicable to the Chapter 11 Cases. The Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission.

X. Best Interests of Holders of Claims and Interests (11 U.S.C. § 1129(a)(7))

40. Each Holder of an Impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

41. The liquidation analysis attached as **Exhibit E** to the Disclosure Statement (the "Liquidation Analysis") and the other evidence related thereto in support of the Plan that was presented, proffered, or adduced at or prior to the Confirmation Hearing or in the Confirmation Declarations: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that Holders of Allowed Claims or Allowed Interests in every Class will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. Accordingly, the Plan satisfies the "best interests of creditors" test under section 1129(a)(7) of the Bankruptcy Code.

Y. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8))

42. Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and Class 3 (FILO ABL Claims) are Unimpaired by the Plan pursuant to section 1124 of the Bankruptcy Code and, accordingly, Holders of Claims in such Classes are conclusively presumed to have accepted the

Plan pursuant to section 1126(f) of the Bankruptcy Code. Class 4 (OpCo Term Loan Claims), Class 5 (2020 Term B-1 Loan Claims), Class 6 (2020 Term B-2 Loan Claims), Class 8 (Unsecured Notes Claims), Class 9(a) (Talc Personal Injury Claims), except Class 9(a) (Talc Personal Injury Claims) against Revlon, Inc., Class 9(b) (Non-Qualified Pension Clams), and Class 9(c) (Trade Claims) are Impaired by the Plan and, as established by the Voting Certification, have voted to accept the Plan by the requisite numbers and amount of Claims. Claims and Interests in Class 7 (BrandCo Third Lien Guaranty Claims), Class 10 (Subordinated Claims), and Class 12 (Interests in Holdings) will not receive or retain any property on account of their Claims or Interests in such Class and, accordingly, such Claims and Interests are Impaired and such Classes are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Claims in Class 9(a) (Talc Personal Injury Claims) against Revlon, Inc. and Class 9(d) (Other General Unsecured Claims) are Impaired by the Plan and, as established by the Voting Certification, have voted to reject the Plan. Claims and Interests in Class 11 (Intercompany Claims and Interests) are either Unimpaired or Impaired, and Holders of such Claims and Interests are presumed to have accepted the Plan or deemed to reject the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

Z. Treatment of Claims Entitled to Priority Under Section 507(a) of the Bankruptcy Code (11 U.S.C. § 1129(a)(9))

43. The treatment of Administrative Claims (including Professional Compensation Claims and statutory U.S. Trustee fees), Priority Tax Claims, ABL DIP Facility Claims, Term DIP Facility Claims, Intercompany DIP Facility Claims, and Other Priority Claims pursuant to Articles II and III of the Plan satisfies the requirements of section 1129(a)(9) of the Bankruptcy

Code. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(9) of the Bankruptcy Code.

AA. Acceptance By at Least One Impaired Class of Claims (11 U.S.C. § 1129(a)(10)).

44. Class 4 (OpCo Term Loan Claims), Class 5 (2020 Term B-1 Loan Claims), Class 6 (2020 Term B-2 Loan Claims), Class 8 (Unsecured Notes Claims), Class 9(a) (Talc Personal Injury Claims) (except for Talc Personal Injury Claims against Revlon, Inc., which voted to reject the Plan), Class 9(b) (Non-Qualified Pension Clams), and Class 9(c) (Trade Claims) are Impaired by the Plan and, as evidenced by the Voting Certification, have voted to accept the Plan by the requisite number and amount of Claims, as determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code). Accordingly, the Plan satisfies section 1129(a)(10) of the Bankruptcy Code.

45. Each of Class 9(a) (Talc Personal Injury Claims), Class 9(b) (Non-Qualified Pension Claims), and Class 9(c) (Trade Claims) voted to accept the Plan by the requisite numbers and amount of Claims on an aggregate basis and Class 9(d) (Other General Unsecured Claims) voted to reject the Plan on an aggregate basis. Accordingly, Classes 9(a), 9(b), and 9(c) have voted to accept the Plan under Articles III.C.9, III.C.10, and III.C.11 of the Plan and Class 9(d) has voted reject the Plan under Article III.C.12 of the Plan.

BB. Feasibility (11 U.S.C. § 1129(a)(11)).

46. The financial projections attached as **Exhibit G** to the Disclosure Statement and the evidence that was proffered or adduced at or prior to the Confirmation Hearing, including the Confirmation Declarations: (a) are reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, and/or proffered, (b) have not been controverted by other evidence, (c) utilize reasonable and appropriate methodologies and assumptions, (d) establish that the Plan is feasible and that there is a reasonable prospect of the Reorganized Debtors being able

to meet their financial obligations under the Plan and in the ordinary course of their business, and that Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan; and (e) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

CC. Payment of Statutory Fees (11 U.S.C. § 1129(a)(12))

47. As set forth in Article II.G of the Plan, the Debtors shall pay, in full in cash, any fees due and owing to the U.S. Trustee at the time of Confirmation. Thereafter, subject to Article XIV.M of the Plan, each applicable Reorganized Debtor shall pay all U.S. Trustee fees due and owing under section 1930 of the Judicial Code in the ordinary course until the earlier of (a) the entry of a final decree closing the applicable Reorganized Debtor's Chapter 11 Case, or (b) the Bankruptcy Court enters an order converting or dismissing the applicable Reorganized Debtor's Chapter 11 Case. Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

DD. Retiree Benefits (11 U.S.C. § 1129(a)(13))

48. Pursuant to Article IV.K of the Plan, from and after the Effective Date, the Debtors shall assume and continue to pay all Retiree Benefits Claims in accordance with applicable law. Accordingly, the Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code.

EE. Non-Applicability of Certain Sections (11 U.S.C. §§ 1129(a)(14), (15), and (16))

49. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to the Chapter 11 Cases. The Debtors owe no domestic support obligations, are not individuals, and are moneyed, business, or commercial corporations or trusts.

FF. Confirmation of Plan Over Non-Acceptance of Impaired Classes (11 U.S.C. § 1129(b))

50. The Plan may be confirmed pursuant to section 1129(b) of the Bankruptcy Code notwithstanding that the requirements of section 1129(a)(8) have not been met, because the Debtors have demonstrated by a preponderance of the evidence that the Plan (a) satisfies all of the other requirements of section 1129(a) of the Bankruptcy Code and (b) does not "discriminate unfairly" and is "fair and equitable" with respect to the Rejecting Classes (as defined below).

51. Based upon the evidence proffered, adduced, and presented by the Debtors prior to or at the Confirmation Hearing, the Plan does not "discriminate unfairly" against any Holders of Claims and Interests in Class 9(a) (Talc Personal Injury Claims) against Revlon, Inc., Class 9(d) (Other General Unsecured Claims), Class 10 (Subordinated Claims), Class 11 (Intercompany Claims and Interests), or Class 12 (Interests in Holdings) (collectively, the "Rejecting Classes"), as required by section 1129(b)(1) of the Bankruptcy Code, because all similarly situated Holders of Claims and Interests will receive substantially similar treatment, and to the extent the Plan treats any Classes differently, there are valid business, legal, and factual reasons to do so.

52. The Plan is also "fair and equitable" with respect to the Rejecting Classes. Specifically, no Holder of Claims or Interests junior to any Rejecting Class is receiving a distribution on account of such Claim or Interest under the Plan, and no Class of Claims or Interests is receiving more than a full recovery on account of its Claims or Interests.

53. The Plan, therefore, satisfies the requirements of section 1129(b) of the Bankruptcy Code and may be confirmed despite the fact that not all Impaired Classes have voted to accept the Plan.

GG. Only One Plan (11 U.S.C. § 1129(c))

54. The Plan is the only plan filed in the Chapter 11 Cases, and, accordingly, satisfies section 1129(c) of the Bankruptcy Code.

HH. Principal Purpose of the Plan (11 U.S.C. § 1129(d))

55. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933 and there has been no filing by any Governmental Unit asserting any such attempted avoidance. Thus, the Plan satisfies section 1129(d) of the Bankruptcy Code.

II. Not Small Business Cases (11 U.S.C. § 1129(e))

56. These Chapter 11 Cases are not small business cases, as that term is defined in the Bankruptcy Code, and accordingly, section 1129(e) of the Bankruptcy Code is inapplicable in the Chapter 11 Cases.

JJ. Satisfaction of Confirmation Requirements

57. Based upon the foregoing and all other pleadings and evidence proffered or adduced at or prior to the Confirmation Hearing, the Plan and the Debtors, as applicable, satisfy all the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

KK. Valuation

58. The valuation analysis attached as **Exhibit D** to the Disclosure Statement (the "Valuation Analysis"), the evidence adduced at the Confirmation Hearing, including in the Zelin Declaration, and the estimated post-emergence enterprise value of the Reorganized Debtors are reasonable and credible. All parties in interest have been given a fair and reasonable opportunity to challenge the Valuation Analysis. The Valuation Analysis (a) is reasonable, persuasive, and credible as of the date such analysis was prepared, presented, or proffered, and (b) uses reasonable and appropriate methodologies and assumptions.

LL. Plan Implementation

59. The terms of the Plan, including, without limitation, the Plan Supplement and all exhibits and schedules thereto, and all other agreements, instruments, or other documents filed in connection with the Plan and/or executed or to be executed in connection with the transactions contemplated by the Plan and all amendments and modifications of any of the foregoing made pursuant to the provisions of the Plan governing such amendments and modifications (collectively, and as each may be amended, supplemented, or modified, the "Plan Documents") are incorporated by reference, are approved in all respects, and constitute an integral part of this Confirmation Order. The Debtors have exercised reasonable business judgment in determining which agreements to enter into and have provided sufficient and adequate notice of such documents and agreements. The terms and conditions of such documents and agreements have been negotiated in good faith and at arm's length, are fair and reasonable, and are reaffirmed and approved.

MM. Binding and Enforceable

60. The Plan and the Plan Documents have been negotiated in good faith and at arm's length and, subject to the occurrence of the Effective Date, shall bind: (a) any and all Holders of Claims and/or Interests and each such Holder's respective agents, successors, and assigns (whether or not each such Holder's Claim and/or Interest is Impaired under the Plan, whether or not such Holder has accepted or rejected the Plan, and whether or not such Holder is entitled to a distribution under the Plan); (b) all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan and this Confirmation Order; (c) each Entity acquiring property under the Plan or this Confirmation Order; and (d) any and all non-Debtor parties to Executory Contracts or Unexpired Leases with the Debtors. The Plan and the Plan Documents constitute legal, valid, binding, and authorized obligations of the respective parties thereto and shall be enforceable in accordance with their terms. Pursuant to section 1142(a) of the

Bankruptcy Code, the Plan and the Plan Documents shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law. Subject to the consent and approval rights of applicable parties set forth in the Plan and the Restructuring Support Agreement, the Debtors are authorized to take any action reasonably necessary or appropriate to consummate the Plan and the transactions contemplated thereby.

NN. Vesting of Assets

61. Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan (including the Plan Supplement) or this Confirmation Order, on the Effective Date, pursuant to section 1141 of the Bankruptcy Code, all property (including all interests, rights, and privileges related thereto) in each Debtor's Estate, all Retained Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan, including Interests held by the Debtors in any non-Debtor Affiliates, shall vest in the applicable Reorganized Debtor, free and clear of all Liens, Claims, charges, encumbrances, or other interests, unless expressly provided otherwise by the Plan or this Confirmation Order, subject to and in accordance with the Plan, including the Description of Transaction Steps. On and after the Effective Date, except as otherwise provided in the Plan or this Confirmation Order, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Confirmation Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court, subject to the Final DIP Order (including the Approved Budget (as defined therein)).

OO. Executory Contracts and Unexpired Leases

62. The Debtors have exercised reasonable business judgment in determining whether to assume, assume and assign, or reject each of their Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, the Plan, including Article VII of the Plan, and as set forth in the Plan Supplement. Each assumption of an Executory Contract or Unexpired Lease pursuant to the Plan shall be legal, valid, and binding to the same extent as if such assumption were effectuated pursuant to an order of the Court under section 365 of the Bankruptcy Code entered before entry of this Confirmation Order. Except as set forth herein and/or in separate orders entered by the Court relating to assumption of Executory Contracts or Unexpired Leases, the Debtors have cured or provided adequate assurances that the Debtors will cure defaults (if any) under or relating to each Executory Contract or Unexpired Lease assumed under the Plan and, for each Executory Contract or Unexpired Lease being assumed under the Plan, including pursuant to the Restructuring Transactions, provided adequate assurance of future performance as required under section 365 of the Bankruptcy Code.

PP. Discharge, Compromise, Settlement, Release, Exculpation, and Injunction Provisions

63. The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the discharge, compromises, settlements, releases, exculpations, and injunctions set forth in the Plan, including Article X of the Plan. Sections 105(a) and 1123(b) of the Bankruptcy Code permit the issuance of the injunctions and approval of the releases, exculpations, and injunctions set forth the Plan and the Confirmation Order. Based upon the record of the Chapter 11 Cases and the evidence proffered or adduced at the Confirmation Hearing, the Court finds that the discharge, compromises, settlements, releases, exculpations, and injunctions set forth in the Plan and the Confirmation Order are consistent with the Bankruptcy Code and applicable law. Further, the discharge, compromises, settlements, releases, exculpations, and

injunctions contained in the Plan and the Confirmation Order are integral components of the Plan. The discharge, compromises, settlements, releases, exculpations, and injunctions set forth in the Plan and the Confirmation Order are hereby approved and authorized in their entirety.

64. The releases of the Debtors' directors and officers are an integral component of the settlements and compromises embodied in the Plan. The Debtors' directors and officers: (a) made substantial and valuable contributions to the Debtors' Restructuring and the Estates, including through extensive negotiations with various stakeholders, and ensured the uninterrupted operation of the Debtors' business during the Chapter 11 Cases; (b) invested significant time and effort to make the Debtors' Restructuring a success and preserve the value of the Debtors' Estates in a challenging operating environment; (c) attended and, in certain instances, prepared to participate in Court hearings; (d) attended numerous board meetings related to the restructuring and directed the restructuring negotiations that led to the Restructuring Support Agreement, the Backstop Commitment Agreement, the Debt Commitment Letter, and the Plan; (e) are entitled to indemnification from the Debtors under applicable law, organizational documents, and agreements; (f) invested significant time and effort in the preparation of the Plan, the Disclosure Statement, all support analyses, and the numerous other pleadings filed in the Chapter 11 Cases, thereby ensuring the smooth administration of the Chapter 11 Cases; and (g) are entitled to all other benefits under any employment contracts with the Debtors. The releases of the Debtors' directors and officers contained in the Plan have the consent of the Debtors and the Releasing Parties and are in the best interests of the Estates.

65. The releases of the other Released Parties, including, among others, the Consenting BrandCo Lenders, the Consenting 2016 Lenders, and the Creditors' Committee and each of its members, in their capacity as such, are an integral component of the settlements and compromises

embodied in the Plan and are given for good and valuable consideration provided by the Released Parties. The Third-Party Releases (as defined below) facilitated participation by the Released Parties in both the Plan and the chapter 11 process and were critical in reaching consensus to support the Plan. The releases in favor of the Released Parties were a necessary element of consideration that the Consenting BrandCo Lenders, the Consenting 2016 Lenders, and the Creditors' Committee required as a condition to entering into the Restructuring Support Agreement and agreeing to support the Plan, including by, as applicable, providing committed exit financing for the Plan. Among other things, the Released Parties, as applicable, have agreed to equitize a significant portion of their Claims to significantly deleverage the Debtors' prepetition capital structure, provide exit financing commitments through the Backstop Commitment Agreement and Debt Commitment Letter, and otherwise facilitate the implementation of the Restructuring Transactions contemplated by the Plan to position the Debtors for future success post-emergence. The releases of the Released Parties contained in the Plan have the consent of the Debtors and the other Releasing Parties and are in the best interests of the Debtors' Estates.

QQ. The Debtor Release

66. The releases of Causes of Action by the Debtors described in Article X.D of the Plan in accordance with section 1123(b) of the Bankruptcy Code (the "Debtor Release") are: (a) essential to the Confirmation of the Plan; (b) a valid exercise of the Debtors' business judgment under section 363 of the Bankruptcy Code and Bankruptcy Rule 9019; (c) in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (d) a good faith settlement and compromise of the Causes of Action released by the Debtor Release; (e) in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Debtors, the Reorganized Debtors, the Estates, or any other party acting

derivatively on behalf of any of the foregoing asserting any Cause of Action released pursuant to the Debtor Release.

67. Specifically, the Debtor Release is an integral part of the Plan and is in the best interests of the Debtors' Estates as a component of the comprehensive settlement implemented under the Plan. The probability of success in litigation with respect to the released Causes of Action, when weighed against the costs, supports the Debtor Release. The Plan, including the Debtor Release, was negotiated by sophisticated parties represented by able counsel and advisors, including the Consenting Creditor Parties. The Debtor Release is therefore the result of a hard fought and arm's-length negotiation conducted in good faith.

68. The Debtor Release appropriately offers protection to parties that contributed to the Debtors' restructuring process. Each of the Released Parties made significant concessions in and contributions to these Chapter 11 Cases. The Debtor Release for the Debtors' directors and officers is appropriate because the Debtors' directors and officers share an identity of interest with the Debtors, supported the Plan and these Chapter 11 Cases, actively participated in meetings, hearings, and negotiations during these Chapter 11 Cases, and have provided other valuable consideration to the Debtors to facilitate the Debtors' reorganization. The Debtor Release of the Consenting Creditor Parties party to the Restructuring Support Agreement (which has the broad support of parties across the Debtors' capital structure) is appropriate because the Consenting Creditor Parties have agreed, as applicable, to equitize a significant portion of their Claims, actively support the Plan and the Chapter 11 Cases, waive substantial rights and Claims against the Debtors under the Plan, and provide exit financing commitments through the Backstop Commitment Agreement and Debt Commitment Letter, each in order to significantly deleverage the Debtors' prepetition capital structure and provide additional liquidity.

69. The scope of the Debtor Release is appropriately tailored to the facts and circumstances of the Chapter 11 Cases. The Debtor Release is appropriate in light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical importance of the Debtor Release to the Plan.

RR. The Third-Party Releases

70. Article X.E of the Plan describes certain releases granted by the Releasing Parties (the "Third-Party Releases"). The Third-Party Releases are an essential provision of the Plan and are: (a) essential to the Confirmation of the Plan; (b) given in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (c) a good faith settlement and compromise of the Causes of Action released by the Third-Party Release; (d) materially beneficial to, and in the best interests of, the Debtors, their Estates and their stakeholders, and important to the overall objectives of the Plan; (e) fair, equitable, and reasonable; (f) given and made after due notice and opportunity for hearing; (g) consensual under applicable law; (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release; and (i) consistent with sections 105, 524, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code.

71. Specifically, like the Debtor Release, the Third-Party Releases facilitated participation of parties-in-interest in both the Plan process and the chapter 11 process generally. The Third-Party Releases were critical to incentivizing parties-in-interest to support the Plan by providing critical concessions and funding, and to preventing costly and time-consuming litigation regarding various parties' respective rights and interests. The Third-Party Releases were a core negotiation point and instrumental in developing a Plan that maximized value for all of the Debtors' stakeholders. The Third-Party Releases are designed to provide finality for the Debtors, the Reorganized Debtors, and the Released Parties. As such, the Third-Party Releases

appropriately offer certain protections to parties who constructively participated in the Debtors' restructuring.

72. The Third-Party Releases are consensual. The Plan, the Disclosure Statement, the Solicitation Materials, and the opt-in and opt-out notices provide appropriate and specific disclosure with respect to the Entities and Causes of Action that are subject to the Third-Party Releases and no additional disclosure is necessary. As evidenced by the Solicitation Affidavits, the Debtors provided actual notice to all known parties-in-interest, including all known Holders of Claims and Interests, as well as published notice in national and international publications for the benefit of unknown parties-in-interest, and no further or other notice is necessary. Additionally, the release provisions of the Plan were conspicuous, emphasized with boldface type in the Plan, the Disclosure Statement, the Ballots, and the applicable notices. All Releasing Parties (except for Holders of Interests in Holdings) were properly informed that unless they checked the "Opt Out" box on the applicable Ballot or opt-out form and returned the same in advance of the Voting Deadline, they would be deemed to have expressly consented to the release of all Claims and Causes of Action against the Released Parties. Holders of Interests in Holdings were properly informed that they would only be found to have consented to the Third-Party Releases if they affirmatively elected to opt in to such releases.

73. The scope of the Third-Party Releases are appropriately tailored to the facts and circumstances of these Chapter 11 Cases.

74. In light of, among other things, the consensual nature of the Third-Party Releases, the critical role of the Third-Party Releases in obtaining the requisite support of the Debtors' stakeholders needed to confirm the Plan, and the significant value provided by the Released Parties to the Debtors' Estates, the Third-Party Releases are appropriate.

SS. Exculpation

75. The exculpation provisions set forth in Article X.F of the Plan are essential to the Plan, appropriate under applicable law, and constitute a proper exercise of the Debtors' business judgment. The exculpation provisions were proposed in good faith, were formulated following extensive arm's-length negotiations with key constituents, and are appropriately limited in scope to achieve the overall purpose of the Plan. Each Exculpated Party made significant contributions to the Chapter 11 Cases, including with respect to the negotiation and implementation of the restructuring embodied in the Plan. Each Exculpated Party participated in good faith and in compliance with applicable law with regard to the solicitation of, and distribution of consideration pursuant to, the Plan and, therefore, is not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. The exculpation provisions do not relieve any party of liability for an act or omission to the extent such act or omission is determined by a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence. The record in the Chapter 11 Cases fully supports the exculpation provisions, which are appropriately tailored to protect the Exculpated Parties from inappropriate litigation arising from their participation in the Chapter 11 Cases and the Debtors' restructuring and are consistent with the Bankruptcy Code and applicable law.

TT. Injunction

76. The injunction provisions set forth in Article X.G of the Plan are essential to the Plan and are necessary to implement, preserve, and enforce the discharge, release, and exculpation provisions of the Plan. The injunction provisions are appropriately tailored to achieve those purposes.

UU. Approval of the Exit Facilities

77. The Exit Facilities are, individually and collectively, an essential element of the Plan, are necessary for Confirmation and the Consummation of the Plan, and are critical to the overall success and feasibility of the Plan and the operations of the Reorganized Debtors. Entry into the Exit Facilities Documents is in the best interests of the Debtors, their Estates, and all Holders of Claims or Interests. The Debtors have exercised reasonable business judgment in determining to enter into the Exit Facilities Documents and have provided sufficient and adequate notice of the material terms of the Exit Facilities, which were filed as part of the Plan Supplement, final forms of which will be filed upon completion. The terms and conditions of the Exit Facilities are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with fiduciary duties, are supported by reasonably equivalent value and fair consideration, and have been negotiated in good faith and at arm's length. Any credit extended and loans made or deemed made to the Reorganized Debtors by the Exit Facilities Lenders, and any liens granted by the Reorganized Debtors, in each case, pursuant to the applicable Exit Facilities Documents, and any fees paid or to be paid thereunder, are deemed to have been extended, issued, granted, and made or deemed made in good faith and for legitimate business purposes, shall not be subject to recharacterization for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances or other avoidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. Each party to the Exit Facilities Documents may rely upon the provisions of this Confirmation Order in closing the Exit Facilities. The Debtors are authorized, without further approval of the Bankruptcy Court or any other party, to execute and deliver all agreements, engagement letters, commitment letters, letters of intent, fee letters (including, for the avoidance of doubt, that certain letter dated March 24, 2023, among RCPC and Blue Torch Capital LP [Docket No. 1706, Ex. O] (the "Blue Torch Letter")), documents, instruments, and certificates

relating to the Exit Facilities and perform their obligations thereunder, including but not limited to payment of any fees or indemnities, in accordance with, and subject to, the terms of those agreements.

VV. New Securities

78. The New Common Stock, the Equity Subscription Rights, and the New Warrants issued under the Plan are an essential element of the Plan, are necessary for Confirmation and Consummation of the Plan, and are critical to the overall success and feasibility of the Plan. Entry into the instruments evidencing or relating to the New Common Stock, the Equity Subscription Rights, and the New Warrants is in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the instruments evidencing or relating to the New Common Stock, the Equity Subscription Rights, and the New Warrants, including the LLC Agreement, the other New Organizational Documents and the New Warrant Agreement, and have provided sufficient and adequate notice of the material terms of such instruments, which material terms were filed as part of the Plan Supplement, final forms of which will be filed upon completion. The terms and conditions of the instruments evidencing or relating to the New Common Stock, the Equity Subscription Rights, and the New Warrants, including the LLC Agreement, the other New Organizational Documents and the New Warrant Agreement, are fair and reasonable, and were negotiated in good faith and at arm's length. The Debtors and the Reorganized Debtors are authorized, without further approval of this Court, to execute and deliver all agreements, documents, instruments and certificates relating to the New Common Stock, the Equity Subscription Rights, and the New Warrants and to perform their obligations thereunder in accordance with, and subject to, the terms of those agreements.

WW. PBGC

79. The Reorganized Debtors have agreed to provide the PBGC, upon request, with the quarterly and annual (a) consolidated balance sheet and consolidated statements of income and of cash flows of the Reorganized Holdings and its consolidated subsidiaries and (b) management's discussion and analysis of the material operational and financial developments during such period, that are provided to holders of the New Common Stock and the New Warrants under the LLC Agreement and the New Warrant Agreement.

XX. Disclosure of Facts

80. The Debtors have disclosed all material facts regarding the Plan, the Plan Documents, and the adoption, execution, and implementation of the other matters provided for under the Plan involving corporate action to be taken by or required of the Debtors.

YY. Retention of Jurisdiction

81. Except as otherwise provided in the Plan, any of the Plan Documents, or this Confirmation Order, the Court shall retain jurisdiction over the Chapter 11 Cases and all matters arising out of, or related to, the Chapter 11 Cases and the Plan, including the matters set forth in Article XIII of the Plan.

ORDER

BASED ON THE FOREGOING, IT IS HEREBY ORDERED THAT:

82. Confirmation. The Plan, attached hereto as **Exhibit B**, and each of its provisions are confirmed pursuant to section 1129 of the Bankruptcy Code. The documents contained in or contemplated by the Plan, including the Plan Supplement and other Plan Documents, are hereby authorized and approved. The terms of the Plan, including the Plan Supplement, are incorporated herein by reference and are an integral part of this Confirmation Order. The Debtors are authorized to implement and consummate the Plan and the Plan Documents, including taking all actions

necessary, advisable, or appropriate to finalize the Plan Documents and to effectuate the Plan and the Restructuring Transactions, without any further authorization or action by any person, body or board of directors except as may be expressly required by the Plan or this Confirmation Order. The terms of the Plan (including all consent rights provided therein, the Plan Supplement, and all exhibits thereto) and all other relevant and necessary documents shall be effective and binding as of the Effective Date on all parties-in-interest, including the Reorganized Debtors and all Holders of Claims and Interests. Any amendments or modifications to the Plan described or set forth in this Confirmation Order are hereby approved, without further order of the Bankruptcy Court.

83. Objections. All objections to Confirmation of the Plan and other responses, comments, statements, or reservation of rights, if any, in opposition to the Plan have been overruled in their entirety and on the merits to the extent not otherwise withdrawn, waived, or otherwise resolved by the Debtors prior to entry of this Confirmation Order or on the record at, the Confirmation Hearing, unless otherwise indicated herein. All withdrawn objections, if any, are deemed withdrawn with prejudice.

84. Omission of Reference to Particular Plan Provisions. The failure to specifically describe, include, or refer to any particular article, section, or provision of the Plan or the Plan Documents in this Confirmation Order shall not diminish or impair the effectiveness or enforceability of such article, section, or provision, nor constitute a waiver thereof, and such provision shall have the same validity, binding effect, and enforceability as every other provision, it being the intent of this Court that the Plan is confirmed in its entirety and incorporated herein by reference.

85. Deemed Acceptance of the Plan as Modified. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims who voted to accept the

Plan or who are conclusively presumed to have accepted the Plan are deemed to accept the Plan, subject to modifications, if any. No Holder of a Claim shall be permitted to change its vote as a consequence of Plan modifications (including modifications to the Plan Supplement). All modifications to the Plan (including the Plan Supplement) made after the Solicitation Date are hereby approved, pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

86. Continued Corporate Existence. Except as otherwise provided in the Plan, the Description of Transaction Steps, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, each Debtor shall continue to exist after the Effective Date as a Reorganized Debtor and as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other analogous formation or governing documents) in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws (or other analogous formation or governing documents) are amended by the Plan or otherwise amended in accordance with applicable law; *provided* that, prior to the Effective Date, the Debtors and the Consenting BrandCo Lenders shall engage in good faith to execute mutually acceptable amendments with respect to the licensing of all intellectual property owned by the Debtors and any additional transactions or considerations related thereto. To the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, federal, or foreign law).

87. Vesting of Assets. Except as otherwise provided in the Plan (including the Plan Supplement), the Plan Documents, or this Confirmation Order, on the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property (including all interests, rights, and privileges related thereto) in each Debtor's Estate, all Retained Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan, including Interests held by the Debtors in any non-Debtor Affiliates, shall vest in the applicable Reorganized Debtor, free and clear of all Liens, Claims, charges, encumbrances, or other interests, unless expressly provided otherwise by the Plan or this Confirmation Order, subject to and in accordance with the Plan, including the Description of Transaction Steps. On and after the Effective Date, except as otherwise provided in the Plan or this Confirmation Order, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Confirmation Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court, but subject in all respects to the Final DIP Order and the Plan.

88. Plan Implementation. The transactions described in the Plan, the Plan Documents, and this Confirmation Order, including the Restructuring Transactions, are hereby approved. On or before the Effective Date, and after the Effective Date, as necessary, and without any further order of the Court, other authority, or corporate action, the Debtors or the Reorganized Debtors (or any agent on behalf of parties entitled to receive New Common Stock), as applicable, and their respective directors, managers, officers, employees, members, agents (including stock transfer agents and Disbursing Agents), attorneys, financial advisors, and investment bankers are

authorized and empowered pursuant to section 1142(b) of the Bankruptcy Code and other applicable laws to and shall (a) grant, issue, execute, deliver, file, or record any agreement, document, or security, and the documents contained in the Plan or the Plan Documents or described in the Description of Transaction Steps (as modified, amended, and supplemented pursuant to the provisions of the Plan governing such modifications, amendments, and supplements), or any other documents related thereto and (b) take any action necessary, advisable, or appropriate to implement, effectuate, and consummate the Plan, the Plan Documents, the Restructuring Transactions, or this Confirmation Order (as set forth in the Description of Transaction Steps or otherwise), including, but not limited to, the New Organizational Documents, the Exit Facilities Documents (or documentation relating to any Alternative Exit Financing), the Equity Rights Offering Documents, the New Warrant Agreement, any documentation related to the New Common Stock or the Restructuring Transactions, the Global Bonus Program, the Enhanced Cash Incentive Program, the Amended Revlon Executive Severance Pay Plan, the Amended CEO Employment Agreement, and any actions necessary, advisable, or appropriate to effectuate the issuance and/or distribution of New Common Stock and New Warrants to be issued pursuant to the Plan, including making filings or recordings that may be required by applicable law. All such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Court without further approval, act, or action under any applicable law, order, rule, or regulation, including, among other things, (x) all transfers of assets that are to occur pursuant to the Plan, the Plan Documents, or this Confirmation Order, (y) the incurrence of all obligations contemplated by the Plan, the Restructuring Transactions, the Plan Documents, or this Confirmation Order and the making of all distributions under the Plan, the Plan Documents, or this Confirmation Order, and (z) entering into any and all transactions, contracts, leases, instruments, releases, and other

documents and arrangements permitted by applicable law, order, rule, or regulation; *provided* that such actions shall be subject to the Restructuring Support Agreement. The approvals and authorizations specifically set forth in this Confirmation Order are nonexclusive and are not intended to limit the authority of the Debtors or the Reorganized Debtors (or any agent on behalf of parties entitled to receive New Common Stock), as applicable, and their respective directors, managers, officers, employees, members, agents (including stock transfer agents and Disbursing Agents), attorneys, financial advisors, and investment bankers to take any and all actions necessary, advisable, or appropriate to implement, effectuate, and consummate any and all documents or transactions contemplated by the Plan, the Plan Documents, or this Confirmation Order pursuant to section 1142(b) of the Bankruptcy Code. Pursuant to section 1142 of the Bankruptcy Code, to the extent that, under applicable non-bankruptcy law or the rules of any stock exchange, any of the foregoing actions that would otherwise require approval of the equityholders, directors, or managers (or any equivalent body) of the Debtors or the Reorganized Debtors, as applicable, such approval shall be deemed to have occurred and shall be in effect from and after the Effective Date without any further action by the equityholders, directors, or managers (or any equivalent body) of the Debtors or the Reorganized Debtors. Prior to, on, or as soon as reasonably practicable after the Effective Date, the Debtors or the Reorganized Debtors shall, if required, file any documents required to be filed in such jurisdictions so as to effectuate the provisions of the Plan, the Plan Documents, and the Restructuring Transactions. Any or all documents contemplated herein shall be accepted by each of the respective filing offices and recorded, if required, in accordance with applicable law. All counterparties to any documents described in this paragraph are hereby directed to execute such documents as may be required or provided by such documents, without any further order of the Court. Each of the Plan Documents, once executed,

constitutes a legal, valid, binding, and authorized obligation of the respective parties thereto, enforceable in accordance with its terms, and the terms contained in each such executed Plan Document shall supersede any description of such terms contained in the Plan or the Plan Supplement or otherwise set forth in a term sheet or unexecuted version of such document.

89. No Action. Pursuant to section 1142(b) of the Bankruptcy Code and other applicable law, this Confirmation Order shall constitute authorization for the Debtors or the Reorganized Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan, the Plan Documents, the Restructuring Transactions, this Confirmation Order, and any contract, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan, the Plan Documents, the Restructuring Transactions, or this Confirmation Order, and the respective directors, stockholders, managers, or members of the Debtors or the Reorganized Debtors shall not be required to take any actions in connection with the implementation of the Plan, the Plan Documents, or this Confirmation Order. The Reorganized Debtors may also, consistent with the Plan and Plan Documents, take any additional steps on, prior to, and after the Effective Date to consolidate and streamline their organization, including, among other things, the merger, liquidation, dissolution, or consolidation of one or more of the Debtors or Reorganized Debtors. The Plan Documents are hereby approved, adopted and effective upon the Effective Date.

90. Immediate Binding Effect. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062 or otherwise, four (4) days after entry of this Confirmation Order and subject to Article XI of the Plan and occurrence of the Effective Date, the Plan, the Plan Documents, and this Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, all Entities that are parties to or are subject to the settlements,

compromises, releases, discharges, and injunctions described in the Plan and this Confirmation Order, each Entity acquiring property under the Plan or this Confirmation Order, any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors, any Holder of a Claim or Interest, and each of their respective heirs executors, administrators, successors, and assigns, whether or not: (a) the Claim or Interest is Impaired under the Plan; (b) such Holder has accepted or rejected the Plan; (c) such Holder has failed to vote to accept or reject the Plan; (d) such Holder is entitled to a distribution under the Plan; (e) such Holder will receive or retain any property or interests in property under the Plan; or (f) such Holder has filed a Proof of Claim in the Chapter 11 Cases.

91. Equity Rights Offering. On the Effective Date, the Reorganized Debtors shall consummate the Equity Rights Offering in accordance with the Equity Rights Offering Documents, the Plan, and this Confirmation Order. Entry of this Confirmation Order shall constitute an approval of the Equity Rights Offering (including the transactions contemplated thereby, and all actions to be undertaken, undertakings to be made, and obligations to be incurred by Reorganized Holdings in connection therewith). On the Effective Date, as provided in the Description of Transaction Steps, the rights and obligations of the Debtors under the Backstop Commitment Agreement shall vest in the Reorganized Debtors, as applicable.

92. New Common Stock. On the Effective Date, the shares of New Common Stock shall be issued by Reorganized Holdings as provided for in the Description of Transaction Steps pursuant to, and in accordance with, the Plan and the Equity Rights Offering Documents. All Holders of New Common Stock (whether issued and distributed under the Plan, pursuant to the Equity Rights Offering Documents, or otherwise, and in each case, whether such New Common Stock is held directly or indirectly through the facilities of DTC) shall be deemed to be a party to,

and bound by, the LLC Agreement and the other applicable New Organizational Documents, in accordance with their terms, without the requirement to execute a signature page thereto.

93. All of the New Common Stock (including the New Common Stock issued in connection with the Equity Rights Offering (including, for the avoidance of doubt, any New Common Stock issued pursuant to the Backstop Commitment Agreement) and/or upon the exercise of the New Warrants) issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of New Common Stock under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the New Organizational Documents and other instruments evidencing or relating to such distribution or issuance, including the Equity Rights Offering Documents, as applicable, which terms and conditions shall bind each Entity receiving such distribution or issuance. For the avoidance of doubt, the acceptance of New Common Stock by any Holder of any Claim or Interest or any other Entity shall be deemed as such Holder's or Entity's agreement to the applicable New Organizational Documents, as may be amended or modified from time to time following the Effective Date in accordance with their terms.

94. New Warrants. To the extent all or any portion of the New Warrants are required to be issued pursuant to the Plan, Reorganized Holdings shall issue such New Warrants on the Effective Date in accordance with the New Warrant Agreement and distribute them in accordance with the Plan. All of the New Common Stock issued upon exercise of the New Warrants issued pursuant to the Plan shall, when so issued and upon payment of the exercise price in accordance with the terms of the New Warrants, be duly authorized, validly issued, fully paid, and non-assessable.

95. Section 1145 of the Bankruptcy Code. Pursuant to section 1145 of the Bankruptcy Code, the offer, issuance, and distribution of the New Securities (other than the Reserved Shares or any Unsubscribed Shares, as described in Article VIII.G.2 of the Plan) by Reorganized Holdings as contemplated by the Plan (including the issuance of New Common Stock upon exercise of the Equity Subscription Rights and/or the New Warrants) is exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration prior to the offering, issuance, distribution or sale of securities. The New Securities issued by Reorganized Holdings pursuant to section 1145 of the Bankruptcy Code (a) are not "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (b) are freely tradable and transferable by any initial recipient thereof that (i) is not an "affiliate" of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (ii) has not been such an "affiliate" within ninety (90) calendar days of such transfer, (iii) has not acquired the New Securities from an "affiliate" within one year of such transfer, and (iv) is not an entity that is an "underwriter" as defined in section 1145(b) of the Bankruptcy Code; *provided* that transfer of the New Securities may be restricted by the LLC Agreement, the other New Organizational Documents, and the New Warrant Agreement.

96. Section 4(a)(2) of the Securities Act. The offer (to the extent applicable), issuance, and distribution of the Reserved Shares and the Unsubscribed Shares shall be exempt (including with respect to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code) from registration under the Securities Act pursuant to Section 4(a)(2) thereof and/or Regulation D thereunder. The Reserved Shares and the Unsubscribed Shares will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration or an applicable exemption from registration

under the Securities Act and other applicable law. Each of the Equity Commitment Parties has made customary representations to the Debtors, including that each is an "accredited investor" (within the meaning of Rule 501(a) of the Securities Act) or a qualified institutional buyer (as defined under Rule 144A promulgated under the Securities Act).

97. DTC. Should the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the New Securities through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than the Plan or this Confirmation Order with respect to the treatment of transfers, exercise, removal of restrictions, or conversion of New Securities under applicable U.S. federal, state, or local securities laws. DTC is required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Securities are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Each Entity that becomes a Holder of New Common Stock indirectly through the facilities of DTC will be deemed bound by the terms and conditions of the LLC Agreement and other applicable New Organizational Documents and shall be deemed to be a beneficial owner of New Common Stock subject to the terms and conditions of the LLC Agreement. Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Stock or the New Warrants (or New Common Stock issued upon exercise of the New Warrants) are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

98. New Organizational Documents. To the extent required under the Plan or applicable non-bankruptcy law, on or promptly after the Effective Date, the Reorganized Debtors

shall file their applicable New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in accordance with Article IV.G of the Plan. The New Organizational Documents shall, as of the Effective Date, be valid, binding, and enforceable in accordance with their terms, and each Holder of New Common Stock (including, without limitation, any New Common Stock issued upon exercise of the New Warrants) shall be bound thereby, in each case without the need for execution by any party thereto other than the Reorganized Debtors.

99. Management Incentive Plan. The Management Incentive Plan is hereby approved and authorized in all respects. By no later than January 1, 2024, the Reorganized Holdings Board shall implement the Management Incentive Plan that provides for the issuance of options and/or other equity-based compensation to the management and directors of the Reorganized Debtors in accordance with the Plan. The Reorganized Debtors and the New Boards are authorized to implement the Management Incentive Plan in accordance with Article IV.N of the Plan, which shall occur by no later than January 1, 2024. 7.5% of the New Common Stock, on a fully diluted basis, shall be reserved for issuance under the Management Incentive Plan. The participants in the Management Incentive Plan, the allocations and form of the options and other equity-based compensation to such participants (including the amount of the allocations and the timing of the grant of the options and other equity-based compensation), and the terms and conditions of such options and other equity-based compensation (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights, and transferability) shall be determined by the Reorganized Holdings Board; *provided* that one-half of the MIP Equity Pool shall be awarded to participants under the Management Incentive Plan upon implementation no later than January 1, 2024.

100. KEIP/KERP. On the Effective Date, the Debtors shall pay, to KEIP and KERP participants, as applicable, (a) all KERP amounts earnable for the quarter in which the Effective Date occurs prorated for the period from the first day of such quarter through and including the Effective Date (or through and including the last day of the month in which the Effective Date occurs, as agreed to between the Debtors and the Required Consenting BrandCo Lenders), (b) all KEIP amounts (including any catch-up amounts) earned by the KEIP participants based on the Debtors' good faith estimates of performance for the quarter in which the Effective Date occurs prorated for the period from the first day of such quarter through and including the Effective Date (or through and including the last day of the month in which the Effective Date occurs, as agreed to between the Debtors and the Required Consenting BrandCo Lenders), and (c) all KEIP amounts (including any catch-up amounts) earned by the KEIP participants for quarters ending prior to the quarter in which the Effective Date occurs but which remain unpaid, based on the Debtors' good faith estimates of performance for such quarters, with such estimates to be subject to the approval of the Required Consenting BrandCo Lenders, with such approval not to be unreasonably withheld, conditioned, or delayed. Except as set forth in in this paragraph, the KEIP and KERP programs shall terminate effective as of the Effective Date (or on the last day of the month in which the Effective Date occurs, as agreed to between the Debtors and the Required Consenting BrandCo Lenders) and any clawback rights provided for under the KEIP or the KERP shall be released except as set forth in the Schedule of Retained Causes of Action.

101. Employment Obligations. Except as otherwise expressly provided in the Plan or the Plan Supplement, the Reorganized Debtors shall honor the Employment Obligations (a) existing and effective as of the Petition Date, (b) that were incurred or entered into in the ordinary course of business prior to the Effective Date, or (c) as otherwise agreed to between the Debtors

and the Required Consenting BrandCo Lenders on or prior to the Effective Date. Additionally, on the Effective Date, the Reorganized Debtors shall assume (a) the Amended CEO Employment Agreement, and (b) the Amended Revlon Executive Severance Pay Plan, in each case, as adopted in accordance with the Restructuring Support Agreement, and such assumed agreements shall supersede and replace any existing executive severance plan for directors and above and the existing employment agreement of the Debtors' chief executive officer.

102. Except as otherwise expressly provided in the Plan or the Plan Supplement, to the extent that any of the Employment Obligations are executory contracts, pursuant to sections 365 and 1123 of the Bankruptcy Code, each of them shall be deemed assumed as of the Effective Date and assigned to the applicable Reorganized Debtor. For the avoidance of doubt, the foregoing shall not (a) limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to the Employment Obligations, or (b) impair the rights of the Debtors or Reorganized Debtors, as applicable, to implement the Management Incentive Plan in accordance with its terms and conditions and to determine the Employment Obligations of the Reorganized Debtors in accordance with their applicable terms and conditions on or after the Effective Date, in each case consistent with the Plan.

103. On the Effective Date, the Debtors shall assume all collective bargaining agreements.

104. Enhanced Cash Incentive Program and the Global Bonus Program. The Enhanced Cash Incentive Program and the Global Bonus Program are hereby approved and authorized in all respects. As soon as practicable following the Effective Date (but no later than 21 days after the Effective Date, absent any ordinary course administrative delay that is not caused for purposes of circumventing this requirement by any equity holder or any member of the Reorganized Holdings

Board other than the Debtors' chief executive officer), in connection with the establishment of the Reorganized Holdings Board, the Reorganized Holdings Board shall approve, adopt, and affirm, as applicable, the implementation of (a) the Enhanced Cash Incentive Program, and (b) the Global Bonus Program, in each case, in accordance with the Plan and the Restructuring Support Agreement and effective as of the Effective Date (or, if the Debtors and the Required Consenting BrandCo Lenders agreed to prorate the KERP and KEIP through a date later than the Effective Date under Article IV.L of the Plan, the first day after such date). The Reorganized Holdings Board will be deemed to have granted the Cash Bonus Opportunity (as defined in the Amended CEO Employment Agreement) at such first meeting after the Effective Date absent affirmative action by the Reorganized Holdings Board to either adopt an acceptable Enhanced Cash Incentive Program or revoke such default action prior to the conclusion of such meeting.

105. Plan Classification Controlling. The terms of the Plan shall govern the classification of Claims and Interests for purposes of the distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the Holders of Claims or Interests in connection with voting on the Plan: (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims and Interests under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim or Interest as representing the actual classification of such Claim or Interest under the Plan for distribution purposes; and (d) shall not be binding on the Debtors except for voting purposes. All rights of the Debtors and the Reorganized Debtors to challenge, object to, or seek to reclassify Claims (other than Claims expressly Allowed under Article III of the Plan) and/or Interests are expressly reserved, and the corresponding rights of Holders of Claims are similarly reserved.

106. Operation as of the Effective Date. Upon occurrence of the Effective Date, the terms of the Plan, the Plan Documents, and this Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, any and all Holders of Claims against or Interests in the Debtors (irrespective of whether such Claims or Interests are presumed to have accepted or deemed to have rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan and this Confirmation Order, each Entity or Person giving, acquiring, or receiving property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with any of the Debtors.

107. Restructuring Transactions. The Restructuring Transactions pursuant to the Plan are approved and authorized in all respects. The Debtors and the Reorganized Debtors are authorized to implement and consummate the Restructuring Transactions (as may be modified, amended, and supplemented pursuant to the provisions of the Plan governing such modifications, amendments, and supplements) pursuant to the Plan, the Plan Documents, and this Confirmation Order and to enter into any transactions and to take any actions as many be necessary or appropriate to effectuate the Restructuring Transactions, including but not limited to the actions described in Article IV.B of the Plan. In accordance with section 1142 of the Bankruptcy Code and applicable non-bankruptcy law, such actions may be taken without further action by any stockholders, managers, or directors of any of the Debtors or Reorganized Debtors. For purposes of consummating the Plan and the Restructuring Transactions, neither the occurrence of the Effective Date, any of the transactions contemplated in Article IV.B of the Plan, nor any of the transactions contemplated by the Description of Transactions Steps shall constitute a change of control under any agreement, contract, or document of the Debtors.

108. Distributions. All distributions pursuant to the Plan shall be made in accordance with Article VIII of the Plan, and such methods of distribution are approved. For the avoidance of doubt, except as otherwise provided in the Plan or this Confirmation Order, nothing in the Plan or this Confirmation Order shall affect the Debtors' or the Reorganized Debtors' rights regarding any Claims or Interests, including all rights in respect of legal and equitable defenses to, or setoffs or recoupment against, any such Claims or Interests. The Reorganized Debtors shall have no duty or obligation to make distributions to any holder of an Allowed Claim unless and until such Holder executes and delivers, in a form reasonably acceptable to the Reorganized Debtors, any and all documents applicable to such distributions in accordance with Article VIII of the Plan and/or responds to the Debtors' or Reorganized Debtors' reasonable requests for information necessary to facilitate a particular distribution as set forth in Article VIII of the Plan.

109. Retained Assets. To the extent that the retention by the Debtors or the Reorganized Debtors of assets held immediately prior to emergence in accordance with the Plan is deemed, in any instance, to constitute a "transfer" of property, such transfer of property to the Debtors or the Reorganized Debtors (a) is or shall be a legal, valid, and effective transfer of property; (b) vests or shall vest the Debtors or the Reorganized Debtors with good title to such property, free and clear of all liens, charges, Claims, encumbrances, or interests, except as expressly provided in the Plan or this Confirmation Order; (c) does not and shall not constitute an avoidable transfer under the Bankruptcy Code or under applicable nonbankruptcy law; and (d) does not and shall not subject the Debtors or the Reorganized Debtors to any liability by reason of such transfer under the Bankruptcy Code or under applicable nonbankruptcy law, including by laws affecting successor or transferee liability.

110. Treatment of Executory Contracts and Unexpired Leases. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article VII of the Plan (including to the extent modified by this Confirmation Order) are hereby approved and authorized in their entirety. For the avoidance of doubt, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Claims, all Executory Contracts and Unexpired Leases to which any of the Debtors are a party and which have not expired by their own terms on or prior to the Effective Date, shall be deemed assumed except for any Executory Contracts and Unexpired Leases that (a) previously were assumed or rejected by the Debtors; (b) are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; or (c) are the subject of a motion to reject such Executory Contracts or Unexpired Leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such rejection is on or after the Effective Date. Any Executory Contracts and Unexpired Leases listed on the Schedule of Rejected Contracts will be deemed rejected as of the Effective Date.

111. Unless a party to an Executory Contract or Unexpired Lease has timely objected to the amount of the Cure Claim identified in the Cure Notice, the Debtors shall pay such Cure Claims in accordance with the terms of the Plan and the assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Cure Claim, other amount, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any Proofs of Claim Filed with respect to any Executory Contracts and Unexpired Leases that have been assumed or assumed and assigned in the Chapter 11 Cases, including pursuant to this Confirmation Order, shall be deemed Disallowed

and expunged without the need for any objection thereto or any further notice to or action, order, or approval of the Court or any other Entity upon the assumption of such Executory Contracts and Unexpired Leases.

112. Any party to an Executory Contract or Unexpired Lease whose contract is not listed on the Schedule of Rejected Executory Contracts and Unexpired Leases and has not received a Cure Notice listing a specific Cure Claim shall be deemed to have a Cure Claim of $0.00.

113. Any Executory Contracts and Unexpired Leases of the Debtors that are identified on the Schedule of Rejected Contracts as being rejected or that are otherwise rejected pursuant to the terms of the Plan or this Confirmation Order (collectively, the "Rejected Contracts") are rejected by the applicable Debtors, and such rejections are hereby approved by this Court pursuant to sections 365(a) and 1123 of the Bankruptcy Code, with such rejections effective as of, and subject to the occurrence of, the Effective Date. Rejection of any Rejected Contract pursuant to the Plan or otherwise will not constitute a termination of any preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under or in relation to such Rejected Contract. **Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court or the Voting and Claims Agent and served on the Debtors or Reorganized Debtors, as applicable, by the later of (a) the applicable Claims Bar Date, and (b) thirty (30) calendar days after notice of such rejection is served on the applicable claimant.** Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be automatically Disallowed and forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or

action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, including any Claims against any Debtor listed on the Schedules as unliquidated, contingent, or disputed, in accordance with Article VII.B of the Plan. Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as Other General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

114. In accordance with Article VII.A of the Plan, and subject to certain limitations set forth therein, the Debtors or the Reorganized Debtors, as applicable, shall have the right to alter, amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases, including by way of adding or removing a particular Executory Contract or Unexpired Lease from the Schedule of Rejected Executory Contracts and Unexpired Leases, at any time through and including sixty (60) Business Days after the Effective Date.

115. Executory Contracts and Unexpired Leases entered into by the Debtors after the Petition Date shall remain enforceable after the Effective Date by all parties pursuant to their terms.

116. To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including, without limitation, any "change of control" (whether direct or indirect) or "anti-assignment" provision, or similar provision implicated by a conversion of the form of entity of the Debtors or their Affiliates), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise

any other rights, including default-related rights, due to the conversion of the form of entity of, as applicable, the Debtors or their Affiliates thereto.

117. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to this Confirmation Order, and for which any cure amount has been fully paid or for which the cure amount is $0 pursuant to Article VII of the Plan, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

118. Unless otherwise provided in the Plan, this Confirmation Order, or by separate order of the Court, each Executory Contract or Unexpired Lease that is assumed shall include (a) all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affect such Executory Contract or Unexpired Lease, and (b) all Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, reciprocal easement agreements and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated pursuant to an order of the Bankruptcy Court or under the Plan.

119. Except as otherwise provided by the Plan, this Confirmation Order, or by separate order of the Court, modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases and actions taken in accordance therewith (a) shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims against any Debtor that may arise in connection therewith, (b) are not and

do not create postpetition contracts or leases, (c) do not elevate to administrative expense priority any Claims of the counterparties to such Executory Contracts and Unexpired Leases against any of the Debtors, and (d) do not entitle any Entity to a Claim against any of the Debtors under any section of the Bankruptcy Code on account of the difference between the terms of any prepetition Executory Contracts or Unexpired Leases and subsequent modifications, amendments, supplements, or restatements.

120. Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases or any Cure Notice, nor anything contained in the Plan or the Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If, prior to the Effective Date, there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, or Reorganized Debtors, as applicable, shall have forty-five (45) calendar days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

121. In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

122. Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, shall be performed by the applicable Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and

Unexpired Leases) that had not been rejected as of the date of Confirmation will survive and remain obligations of the applicable Reorganized Debtor.

123. Notwithstanding anything to the contrary in (a) this Confirmation Order, or (b) the Plan or any Cure Notice, as the Plan or any Cure Notice may be amended, modified, or supplemented from time to time, any amounts owed by the Debtors for postpetition goods or services received pursuant to an Executory Contract that is assumed pursuant to the Plan shall be paid in the ordinary course of business when due in accordance with the applicable contract.

124. The Court has made no ruling at the Confirmation Hearing or in this Confirmation Order regarding any unresolved objections to Cure Claims, including those that are marked as "unresolved" in the "Cure Objections" section of Exhibit A to the Confirmation Brief. The Debtors and the applicable counterparties are permitted to negotiate mutually agreeable resolutions to such objections. As set forth in Article VII.C of the Plan, any such objections shall be heard by the Bankruptcy Court on or before the Effective Date, unless a later date is agreed to between the Debtors or the Reorganized Debtors, on the one hand, and the counterparty to the Executory Contract or Unexpired Lease, on the other hand, or by order of the Bankruptcy Court.

125. SAP America. Notwithstanding anything to the contrary herein, nothing in this Order, the Plan, or any Cure Notice, shall be deemed to establish the cure amount for the Debtors to assume any Executory Contracts with SAP America, Inc., Concur Technologies, Inc., or Ariba, Inc. (the "SAP Parties"). The description, parties, and applicable cure amount of each Executory Contract between any Debtor and any SAP Party shall be subject to further agreement between the Debtors (with the consent of the Required Consenting BrandCo Lenders) and the SAP Parties, or should the parties be unable to reach an agreement, upon further Order of the Court following a request by either party for a scheduling order providing the SAP Parties the opportunity to object

to proposed identity and cure amount of an Executory Contract and the Debtors' the opportunity to reply.

126. Provisions Related to Hair Straightening Settlement. The provisions related to treatment of Hair Straightening Claims and insurance obligations set forth in the Plan, including Articles VII.F, VIII.L.3, and IX.A.6 of the Plan, are hereby incorporated in their entirety, approved in their entirety, and shall be immediately effective as of the Effective Date and binding on all Persons and Entities to the extent set forth therein.

127. All insurers under the Debtors' insurance policies are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtors, the Reorganized Debtors, any of their respective Affiliates, or any other Entity, or any assets of the Debtors, the Reorganized Debtors, any of their respective Affiliates, or any other Entities, or any collateral or security provided by or on behalf of the Debtors, the Reorganized Debtors, any of their respective Affiliates, and/or any other Entities: (a) commencing or continuing in any manner any cause of action, lawsuit, or other proceeding of any kind seeking to recover any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; (d) asserting any right of setoff, subrogation,

contribution, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs.

128. All Hair Straightening Plaintiffs are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtors, the Reorganized Debtors, any of their respective Affiliates, or any other Entity, including the Debtors' insurers, or any assets of the Reorganized Debtors, any of their respective Affiliates, or any other Entities, or any collateral or security provided by or on behalf of the Debtors, the Reorganized Debtors, any of their respective Affiliates, and/or any other Entities: (a) commencing or continuing in any manner any cause of action, lawsuit, or other proceeding of any kind seeking to recover any amounts within any Hair Straightening Deductible or SIR Obligation other than a distribution pursuant to and in accordance with the Plan, if any, based on an Allowed Hair Straightening Claim; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any amounts within any Hair Straightening Deductible or SIR Obligation; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any amounts within any Hair Straightening Deductible or SIR Obligation; (d) asserting any right of setoff, subrogation, contribution, or recoupment of any kind against any obligation due from such Entities or against

the property of such Entities on account of or in connection with or with respect to any amounts within any Hair Straightening Deductible or SIR Obligation; or (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any amounts within any Hair Straightening Deductible or SIR Obligation.

129. Exit Facilities. On the Effective Date, the Reorganized Debtors or their non-Debtor Affiliates, as applicable, shall enter into the applicable Exit Facilities Documents (including any Alternative Exit Financing Documents, as applicable) for (a) the First Lien Exit Facilities, consisting of the Take-Back Facility and the Incremental New Money Facility, (b) the Exit ABL Facility, (c) the Exit FILO Facility, (d) unless otherwise agreed to by the Debtors and the Required Consenting BrandCo Lenders, the New Foreign Facility, and (e) any Alternative Exit Financing, as applicable. All Holders of Class 5 2020 Term B-1 Loan Claims shall be deemed to be a party to, and bound by, the First Lien Exit Facilities Documents, regardless of whether such Holder has executed a signature page thereto.

130. The Exit Facilities and the Exit Facilities Documents (including the Alternative Exit Financing and the Alternative Exit Financing Documents, as applicable), all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including but not limited to the payment of any fees and indemnities, are hereby approved, and the Reorganized Debtors are authorized to enter into, execute, and deliver the Exit Facilities Documents (including the Alternative Exit Financing Documents, as applicable) and such other documents as may be required to effectuate the treatment afforded by the foregoing, including but not limited to any commitment letters, engagement letters, letters of intent, and fee letters (including but not limited to the Blue Torch Letter). On the Effective Date, all of the Liens and security interests to be

granted by the Reorganized Debtors in accordance with the Exit Facilities Documents (including the Alternative Exit Financing Documents, as applicable) (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facilities Documents, (c) shall be deemed perfected on the Effective Date without the need for the taking of any further filing, recordation, approval, consent, or other action, and (d) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents, and to take any other actions necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and this Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of this Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and the Reorganized Debtors shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

131. Alternative Exit Financing. On the Effective Date, the Reorganized Debtors and their non-Debtor Affiliates, as applicable, are authorized, with the consent of the Required Consenting BrandCo Lenders (or, to the extent the First Lien Exit Facilities are being replaced in full, the Required Consenting 2020 B-2 Lenders), to incur alternative exit financing (the "Alternative Exit Financing") in lieu of all or a portion of the First Lien Exit Facilities, the

Exit ABL Facility, the Exit FILO Facility, and/or the New Foreign Facility in an aggregate principal amount that is less than or approximately equal to the sum of the principal amounts of the First Lien Exit Facilities, the Exit ABL Facility, the Exit FILO Facility, and/or the New Foreign Facility being replaced by such Alternative Exit Financing plus all fees, premiums, discounts, expenses and similar amounts with respect thereto (including amounts required to be paid in kind); *provided* that the Alternative Exit Financing incurred shall be in a form and on terms acceptable to the Required Consenting BrandCo Lenders (or, to the extent the First Lien Exit Facilities are being replaced in full, the Required Consenting 2020 B-2 Lenders) and on terms, taken as a whole, that are advantageous to the Reorganized Debtors, in the reasonable business judgment of the Debtors, as compared to the Exit Facilities or portions thereof that are replaced. The Alternative Exit Financing may be in any form, including senior secured bonds.

132. If the Debtors intend to incur any Alternative Exit Financing on the Effective Date, the Debtors shall file a notice on the docket of the Chapter 11 Cases setting forth the material terms of the Alternative Exit Financing(s) and the corresponding Exit Facility to be replaced by such Alternative Exit Financing at least three days prior to the closing of such Alternative Exit Financing. Such notice shall be deemed to provide all parties with due, adequate, and sufficient notice of the Alternative Exit Financing(s) and is in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, all other applicable laws, rules, and regulations, and no other or further notice is or shall be required. All provisions of this Confirmation Order and the Plan regarding the Exit Facilities shall apply to such Alternative Exit Financing(s) as if such financing and all documents and parties related thereto were incorporated into the definitions relating to the Exit Facilities, including the definitions of "Exit Facilities," "Exit Facilities Agents." "Exit Facilities Documents," and "Exit Facilities Lenders."

133. The Alternative Exit Financing and all agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, engagement letters, commitment letters, letters of intent, fee letters, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the Alternative Exit Financing (collectively, the "Alternative Exit Financing Documents"), all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including but not limited to the payment of any fees and indemnities, are hereby approved, and the Reorganized Debtors are authorized to enter into, execute, and deliver the Alternative Exit Financing Documents and such other documents as may be required to effectuate the treatment afforded by the Alternative Exit Financing, including but not limited to any commitment letters, engagement letters, letters of intent, and fee letters. On the Effective Date, all of the Liens and security interests to be granted by the Reorganized Debtors in accordance with the Alternative Exit Financing Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Alternative Exit Financing Documents, (c) shall be deemed perfected on the Effective Date without the need for the taking of any further filing, recordation, approval, consent, or other action, and (d) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and

consents, and to take any other actions necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and this Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of this Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and the Reorganized Debtors shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

134. Exemption from Transfer Taxes and Recording Fees. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property pursuant to the Plan shall not be subject to any stamp tax, document recording tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, personal property transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment in the United States, or any state or political subdivision thereof. The appropriate federal, state, or local governmental officials or agents are directed to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (a) the creation, modification, consolidation, or recording of any mortgage, deed of trust, Lien, or other security interest, or the securing of indebtedness by such means or other means, (b) the making or assignment of any lease or sublease, (c) any Restructuring Transaction authorized by the Plan, and (d) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including: (i) any merger

agreements; (ii) agreements of consolidation, restructuring, disposition, liquidation, or dissolution; (iii) deeds; (iv) bills of sale; (v) assignments executed in connection with any Restructuring Transaction occurring under the Plan; or (vi) any of the other Definitive Documents.

135. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Plan and the Plan Documents.

136. Filing and Recording. This Confirmation Order is and shall be binding upon and shall govern the acts of all persons or entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, governmental agencies, secretaries of state, federal, state, and local officials, and all other Persons and Entities who may be required, by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any document or instrument, including, for the avoidance of doubt, the United States Patent and Trademark Office, the United States Copyright Office, and any other governmental intellectual property office. Each and every federal, state, and local government agency, including, for the avoidance of doubt, the United States Patent and Trademark Office, the United States Copyright Office, and any other governmental intellectual property office is hereby directed to accept any and all documents and instruments necessary, useful, or appropriate (including financing statements under the applicable uniform commercial code) to effectuate, implement, and consummate the transactions contemplated by the Plan and this Confirmation Order without payment of any stamp tax or similar tax imposed by state or local law.

137. Tax Withholding. In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information, documentation, and certifications necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable or appropriate. All Persons holding Claims against any Debtor shall be required to provide any information necessary for the Reorganized Debtors to comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit. The Reorganized Debtors reserve the right to allocate any distributions made under the Plan in compliance with applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

138. Notwithstanding any other provision of the Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit on account of such distribution.

139. Compromise and Settlement of Claims, Interests, and Controversies. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for, and as a requirement to receive, the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith global and integrated compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and

subordination rights that any Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest, as well as any and all actual and potential disputes between and among the Company Entities (including, for clarity, between and among the BrandCo Entities, on the one hand, and the Non-BrandCo Entities on the other and including, with respect to each Debtor, such Debtors' Estate), the Creditors' Committee, the Consenting BrandCo Lenders, the Consenting 2016 Lenders, and each other Releasing Party and all other disputes that might impact creditor recoveries, including, without limitation, any and all issues relating to (a) the allocation of the economic burden of repayment of the ABL DIP Facility and Term DIP Facility and/or payment of adequate protection obligations provided pursuant to the Final DIP Order among the Debtors; (b) any and all disputes that might be raised impacting the allocation of value among the Debtors and their respective assets, including any and all disputes related to the Intercompany DIP Facility; and (c) any and all other Settled Claims, including the Financing Transactions Litigation Claims. The entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan Settlement as well as a finding by the Bankruptcy Court that the Plan Settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. The Plan Settlement is binding upon all creditors and all other parties in interest pursuant to section 1141(a) of the Bankruptcy Code. In accordance with the provisions of the Plan, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

140. Discharge of Claims and Termination of Interests. Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, this Confirmation Order, or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default or "event of default" by the Debtors or their Affiliates with respect to any Claim or Interest on account of the Filing of the Chapter 11 Cases or the Canadian Recognition Proceeding shall be deemed cured (and no longer continuing). This Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

141. Debtor Release; Third-Party Release. Each of the release provisions as set forth in, among others, Articles X.D and X.E of the Plan, is hereby incorporated in its entirety, approved in its entirety, and shall be immediately effective as of the Effective Date and binding on all Persons and Entities to the extent set forth therein.

142. Release of Liens. Except as otherwise specifically provided in the Plan, or any other Definitive Document, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, discharged, and compromised, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall revert to the Reorganized Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such mortgages, deeds of trust, Liens, pledges, or other security interests.

143. In addition, the ABL Agents, BrandCo Agent, 2016 Agent, ABL DIP Facility Agent, and Term DIP Facility Agent shall execute and deliver all documents reasonably requested by the Debtors, the Reorganized Debtors, or the Exit Facilities Agents, as applicable, to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Debtors or Reorganized Debtors to file UCC-3 termination statements or other jurisdiction equivalents (to the extent applicable) with respect thereto.

144. Exculpation. The exculpation provisions set forth in Article X.F of the Plan are hereby incorporated in their entirety, approved in their entirety, and shall be immediately effective as of the Effective Date and binding on all Persons and Entities to the extent set forth therein.

145. Injunction. Pursuant to Bankruptcy Rule 3020(c)(1), the following injunction provisions set forth in Article X.G of the Plan are approved in their entirety, and shall be immediately effective as of the Effective Date and binding on all Persons and Entities to the extent set forth therein.

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

146. Release of Certain Financing Transaction Litigation Claims. All claims and causes of action asserted in the Adversary Proceeding are hereby determined to be Estate Causes of Action and released under the Plan. All Persons shall be barred from pursuing any such claims or causes

of action or any other claims arising out of or related to the facts and circumstances alleged in the Adversary Proceeding. Further, on the Effective Date, the Adversary Proceeding shall be dismissed with prejudice, and such dismissal shall not be subject to challenge on appeal or otherwise by the parties to the Adversary Proceeding, as provided for in the *Stipulation and Order Staying the Adversary Proceeding and Dismissing the Complaint Upon the Plan Effective Date* (Adv. Pro. No. 1:22-ap-1167 [Docket No. 130]). Any party that is not a Released Party is hereby prohibited from asserting any claim for indemnity or contribution against any Released Party arising out of or reasonably flowing from the claims or allegations in any claim that is released as against the Released Parties under the Plan. This paragraph shall become binding only upon occurrence of the Effective Date.

147. Regulatory Activities. Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan, or Confirmation Order, no provision shall (a) preclude the SEC or any other Governmental Unit from enforcing its police or regulatory powers or (b) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor person or non-Debtor entity in any forum.

148. Notice of Entry of Confirmation Order and Occurrence of the Effective Date. As soon as practicable after the Effective Date, the Debtors shall file with the Court and serve by first class mail or overnight delivery service a notice of the entry of this Confirmation Order and occurrence of the Effective Date (the "Confirmation and Effective Date Notice"), to all parties served with the Confirmation Hearing Notice. To supplement the notice procedures described in the preceding sentence, no later than fourteen days (14) after the Effective Date, the Reorganized Debtors shall cause the Confirmation and Effective Date Notice, modified for publication, to be published on one occasion in each of the *New York Times* and *USA Today*, and the national edition

of *The Globe and Mail* in Canada. Mailing and publication of the Confirmation and Effective Date Notice in the time and manner set forth in this paragraph shall constitute adequate and sufficient notice pursuant to Bankruptcy Rules 2002 and 3020(c) of Confirmation and occurrence of the Effective Date.

149. The Confirmation and Effective Date Notice will have the effect of an order of the Court, will constitute sufficient notice of the entry of this Confirmation Order and occurrence of the Effective Date to filing and recording officers, including such officers at the United States Patent and Trademark Office, the United States Copyright Office, and any other governmental intellectual property offices, and will be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law.

150. Cancellation of Existing Indebtedness and Securities. Except as otherwise expressly provided in the Plan, this Confirmation Order, or any agreement, instrument, or other document entered into in connection with or pursuant to the Plan or the Restructuring Transactions, on the Effective Date, (a) all notes, bonds, indentures, certificates, securities, shares, equity securities, purchase rights, options, warrants, convertible securities or instruments, credit agreements, collateral agreements, subordination agreements, intercreditor agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any indebtedness or obligations of, or ownership interest in, the Debtors, or giving rise to any Claims against or Interests in the Debtors or to any rights or obligations relating to any Claims against or Interests in the Debtors (except with respect to such agreements, certificates, notes, or other instruments or documents evidencing indebtedness or obligation of, or ownership interest in, the Debtors that is specifically Reinstated, amended and Reinstated, or entered into pursuant to the Plan), including, without limitation, the 2016 Credit Agreement, the ABL Facility Credit

Agreement, the BrandCo Credit Agreement, and the Unsecured Notes Indenture shall be canceled without any need for a Holder or Debtor to take any further action with respect thereto, and the duties and obligations of all parties thereto, including the Debtors or the Reorganized Debtors, as applicable, and any non-Debtor Affiliates, thereunder or in any way related thereto shall be deemed satisfied in full, canceled, released, discharged, and of no further force or effect and (b) the obligations of the Debtors or Reorganized Debtors, as applicable, pursuant, relating, or pertaining to any agreements, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the notes, bonds, indentures, certificates, securities, shares, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of or Interests in the Debtors (except with respect to such agreements, certificates, notes, or other instruments or documents evidencing indebtedness or obligation of or ownership interest in the Debtors that is specifically Reinstated, amended and Reinstated, or entered into pursuant to the Plan), including, without limitation, the 2016 Credit Agreement, the ABL Facility Credit Agreement, the BrandCo Credit Agreement, and the Unsecured Notes Indenture shall be released and discharged in exchange for the consideration provided under the Plan. Notwithstanding the foregoing, Confirmation, or the occurrence of the Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest shall continue in effect solely for purposes of (a) enabling Holders of Allowed Claims to receive distributions under the Plan as provided herein and subject to the terms and conditions of the applicable governing document or instrument as set forth therein, and (b) allowing and preserving the rights of each of the applicable agents and indenture trustees to (i) make or direct the distributions in accordance with the Plan as provided herein and (ii) assert or maintain any rights for indemnification (including on account of the 2016 Agent Surviving Indemnity

Obligations) the applicable agent or indenture trustee may have arising under, and due pursuant to the terms of, the applicable governing document or instrument; *provided* that, subject to the treatment provisions of Article III of the Plan, no such indemnification may be sought from the Debtors, the Reorganized Debtors, or any Released Party. For the avoidance of doubt, nothing in this Plan shall, or shall be deemed to, alter, amend, discharge, limit, or otherwise impair the 2016 Agent Surviving Indemnity Obligations on or after the Effective Date, and any such obligation (whenever arising) survives Confirmation, Consummation, and the occurrence of the Effective Date, in each case in accordance with and subject to the terms and conditions of the 2016 Credit Agreement and regardless of the discharge and release of all Claims of the 2016 Agent against the Debtors or the Reorganized Debtors.

151. On the Effective Date, each holder of a certificate or instrument evidencing a Claim that is discharged by the Plan shall be deemed to have surrendered such certificate or instrument in accordance with the applicable indenture or agreement that governs the rights of such holder of such Claim. Such surrendered certificate or instrument shall be deemed canceled as set forth in, and subject to the exceptions set forth in, Article IV.E of the Plan.

152. Notwithstanding anything in Article IV.E of the Plan, the Unsecured Notes Indenture shall remain in effect solely with respect to the right of the Unsecured Notes Indenture Trustee to make Plan distributions in accordance with the Plan and to preserve the rights and protections of the Unsecured Notes Indenture Trustee with respect to the Holders of Unsecured Notes Claims, including the Unsecured Notes Indenture Trustee's charging lien and priority rights. Subject to the distribution of Class 8 Plan consideration delivered to it in accordance with the Unsecured Notes Indenture at the expense of the Reorganized Debtors, the Unsecured Notes

Indenture Trustee shall have no duties to Holders of Unsecured Notes Claims following the Effective Date of the Plan, including no duty to object to claims or treatment of other creditors.

153. Professional Compensation and Reimbursement Claims. All final requests for payment of Professional Compensation Claims shall be Filed no later than the first Business Day that is forty-five (45) calendar days after the Effective Date. Such requests shall be Filed with the Bankruptcy Court and served as required by the Interim Compensation Order and the Case Management Procedures, as applicable. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any applicable Bankruptcy Court orders, the Allowed amounts of such Professional Compensation Claims shall be determined by the Bankruptcy Court. The Allowed amount of Professional Compensation Claims owing to the Professionals, after taking into account any prior payments to and retainers held by such Professionals, shall be paid in full in Cash to such Professionals from funds held in the Professional Fee Escrow as soon as reasonably practicable following the date when such Claims are Allowed by a Final Order. To the extent that funds held in the Professional Fee Escrow are unable to satisfy the Allowed amount of Professional Compensation Claims owing to the Professionals, each Professional shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied by the Reorganized Debtors in the ordinary course of business in accordance with Article II.B.2 of the Plan and notwithstanding any obligation to File Proofs of Claim or requests for payment on or before the Administrative Claims Bar Date. After all Professional Compensation Claims have been paid in full, the escrow agent shall promptly return any excess amounts held in the Professional Fee Escrow, if any, to the Reorganized Debtors, without any further action or Order of the Bankruptcy Court.

154. Establishment of the GUC Trust and the PI Settlement Fund. Each of the GUC Trust and the PI Settlement Fund shall be (a) established as of the Effective Date as trusts under applicable state law for the purposes described in the Plan, and (b) funded as and to the extent provided for in the Plan.

155. Approval of the GUC Trust Agreement and the PI Settlement Fund Agreement. The GUC Trust Agreement and the PI Settlement Fund Agreement, forms of which are filed in the Plan Supplement, are hereby approved, effective as of the Effective Date. The GUC Trust and the PI Settlement Fund shall be subject to the continuing jurisdiction of the Court.

156. Appointment of Trustees. The appointments of the initial GUC Administrator and the PI Claims Administrator in accordance with Articles IV.R, V and VI of the Plan are hereby approved, effective as of the Effective Date.

157. Beneficiaries. Beneficiaries of the GUC Trust and the PI Settlement Fund shall have only such rights and interests in and with respect to the applicable trust assets as set forth in the Plan and the GUC Trust Agreement or the PI Settlement Fund Agreement, as the case may be.

158. Indemnification Provisions. On and as of the Effective Date, consistent with applicable law, the Indemnification Provisions in place as of the Effective Date (whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, other organized documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, shall be assumed by the Reorganized Debtors (and any such Indemnification Provisions in place as to any Debtors that are to be liquidated under the Plan shall be assigned to and assumed by an applicable Reorganized Debtor), deemed irrevocable, and will remain in full force and effect and survive the effectiveness

of the Plan unimpaired and unaffected. Each of the Reorganized Debtors' New Organizational Documents shall provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, employees, agents, managers, attorneys, and other professionals, at least to the same extent as such documents of each of the respective Debtors on the Petition Date but in no event greater than as permitted by law, against any Causes of Action. None of the Reorganized Debtors shall amend and/or restate its respective New Organizational Documents, on or after the Effective Date to terminate, reduce, discharge, impair or adversely affect in any way (a) any of the Reorganized Debtors' obligations referred to in the immediately preceding sentence or (b) the rights of such current and former directors, officers, employees, agents, managers, attorneys, and other professionals.

159. The Debtors are authorized to make all payments on account of fees and/or expenses incurred during the Chapter 11 Cases that are reimbursable pursuant to Indemnification Provisions that are assumed in accordance with Article IV.P of the Plan, including, for the avoidance of doubt, payments made on account of Indemnification Provisions contained in agreements between the Debtors and (a) Murray Devine & Co. Inc. and (b) their current and former directors and officers. All such payments are approved pursuant to section 1129(a)(4) of the Bankruptcy Code.

160. Vendor Deposits. Pursuant to section 363(b) of the Bankruptcy Code, and subject to applicable provisions of the Restructuring Support Agreement and the Final DIP Order, the Debtors, in the reasonable exercise of their business judgment, may provide deposits to critical vendors in exchange for enhanced trade terms on or prior to the Effective Date.

161. Texas Comptroller. Notwithstanding anything to the contrary in the Plan or the Confirmation Order the following provisions shall apply to Claims of the Texas Comptroller of Public Accounts (the "Texas Comptroller") and Texas Workforce Commission ("TWC"):

a. Nothing provided in the Plan or Confirmation Order shall affect or impair any valid statutory or common law setoff rights of the Texas Comptroller or TWC in accordance with 11 U.S.C. § 553.

b. Nothing provided in the Plan or Confirmation Order shall affect or impair any rights of the Texas Comptroller or TWC to pursue any non-debtor third parties for tax debts or claims. Neither the Texas Comptroller nor TWC is a Releasing Party as defined in the Plan, and the Texas Comptroller and TWC specifically opt out of all third-party releases, if any. The Texas Comptroller and TWC are not required to return an opt-out form.

c. Nothing provided in the Plan or Confirmation Order shall impact the ability of the Texas Comptroller or TWC to amend their claims at any point.

d. Nothing provided in the Plan or Confirmation Order shall be construed to preclude the payment of any Allowed Administrative Claim or Allowed Priority Tax Claim held by the Texas Comptroller or TWC.

e. Neither the Texas Comptroller nor TWC is required to file a request for the payment of an expense described in 11 U.S.C. § 503(b)(1)(B) or (C) pursuant to 11 U.S.C. § 503(b)(1)(D) as a condition of its being an allowed administrative expense and any post-petition tax claim(s) may instead be paid as and when they arise in the ordinary course of the Debtors' business.

f. For the avoidance of doubt, all Allowed Priority Tax Claims of the Texas Comptroller and TWC shall be treated in accordance with the terms set forth in section 1129(a)(9)(c) of the Bankruptcy Code beginning on the Effective Date. To the extent that interest is payable with respect to any Allowed Administrative Claim or Allowed Priority Tax Claim of the Texas Comptroller or TWC, such interest shall accrue at the statutory rate of interest pursuant to the Texas Tax Code 111.060, if applicable.

g. The Texas Comptroller and TWC preserve all available bankruptcy and state law remedies, if any, in the event of default of payment on claims as laid out herein above.

h. Nothing in this paragraph 161 (i) shall alter, modify, amend, affect, impair, or prejudice the legal, equitable, or contractual rights, obligations, and defenses of the Debtors, the Reorganized Debtors, or any other party under any applicable law or (ii) is an admission by any party that either the Texas Comptroller or TWC has Claims or setoff rights and the rights of the Debtors, the Reorganized

Debtors, and all other parties to contest any such Claims or setoff rights are hereby expressly preserved.

162. Mississippi Department of Revenue. Notwithstanding anything in the Plan or this Confirmation Order to the contrary:

a. The Mississippi Department of Revenue's (the "MDOR") setoff rights under section 553 of the Bankruptcy Code and recoupment rights, if any, are preserved;

b. The MDOR shall not be required to file any proofs of claim or requests for payment in the Chapter 11 Cases for any Administrative Claims for the liabilities described in section 503(b)(1)(B) and (C) of the Bankruptcy Code, and the Debtors or Reorganized Debtors, as applicable, shall timely submit returns and remit payment, including penalties and interest, for all taxes due or coming, as required under applicable Mississippi state law;

c. For the avoidance of doubt, all Allowed Priority Tax Claims of the MDOR shall be treated in accordance with the terms set forth in section 1129(a)(9)(c) of the Bankruptcy Code beginning on the Effective Date. To the extent that interest is payable with respect to any Allowed Priority Tax Claims, such interest shall be paid in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code and Mississippi state law, as applicable;

d. The MDOR may timely amend any Proof of Claim against any Debtor after the Effective Date with respect to (a) a pending audit, or (b) an audit that may be performed, with respect to any pre or post-petition tax return; and (c) following the filing of a tax return; and

e. Nothing in this paragraph 162 (a) shall alter, modify, amend, affect, impair, or prejudice the legal, equitable, or contractual rights, obligations, and defenses of the Debtors, the Reorganized Debtors, or any other party under any applicable law or (ii) is an admission by any party that the MDOR has Claims or setoff rights and the rights of the Debtors, the Reorganized Debtors, and all other parties to contest any such Claims or setoff rights are hereby expressly preserved.

163. Defensive Rights for Talc Personal Injury Lawsuits**.** Nothing in the Plan or this Confirmation Order shall be construed to prevent or enjoin any non-Debtor named as a defendant in a talc personal injury lawsuit (including but not limited to Bristol-Myers Squibb Company ("BMS")) from seeking or raising allocation or apportionment of fault and judgment reduction, apportionment of damages, any other defenses, affirmative defenses, or judgment reduction

mechanisms or rights similar to the foregoing, and any steps necessary to assert the foregoing (collectively, the "Defensive Rights"), in each case, solely to reduce the liability, judgment, obligation or fault of the applicable non-Debtor party vis a vis talc personal injury claimants that assert any claims or causes of action against such non-Debtor party based in whole or in part on talc related personal injury claims. Such Defensive Rights (a) may be used only to offset, allocate, or apportion fault, liability, or damages, seek judgment reduction, or otherwise defend against any cause of action brought by any person against non-Debtor parties and (b) shall in no event be used to seek or obtain any affirmative monetary recovery from the Debtors or any other party released pursuant to the Plan.

164. Bristol-Myers Squibb Company. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, nothing in the Plan or this Confirmation Order shall modify the rights, if any, of BMS to assert any right of setoff or recoupment that it may have under applicable bankruptcy or non-bankruptcy law, subject to section 553 of the Bankruptcy Code (to the extent applicable) and any other applicable bankruptcy or non-bankruptcy law. Nothing in the foregoing sentence is an admission by any party that BMS has setoff or recoupment rights and the rights of the Debtors, the Reorganized Debtors, and all other parties to contest any such setoff or recoupment rights are hereby expressly preserved.

165. Nothing contained in the Plan or this Confirmation Order, including but not limited to Article VII.H of the Plan, shall be deemed a determination of BMS's or the Debtors' rights or obligations (if any) under any of the agreements referenced in BMS's filed proofs of claims, which are reserved by BMS, the Debtors, the Reorganized Debtors and all other parties in interest; *provided that* the Debtors may reject such contracts (to the extent such contracts are executory) in accordance with the Plan.

166. Certain Government Matters. As to any Governmental Unit (as defined in section 101(27) of the Bankruptcy Code), nothing in the Plan or the Confirmation Order shall limit or expand the scope of discharge, release, or injunction to which the Debtors or the Reorganized Debtors are entitled to under the Bankruptcy Code (if any). The discharge, release, and injunction provisions contained in the Plan and the Confirmation Order are not intended to and shall not be construed to bar any Governmental Unit from, subsequent to entry of the Confirmation Order, pursuing any police or regulatory action (except to the extent the Administrative Claims Bar Date or applicable Claims Bar Date prevents such Governmental Unit from pursuing prepetition Claims against the Debtors or the Reorganized Debtors).

167. Nothing in the Plan or the Confirmation Order shall discharge, release, impair, or otherwise preclude: (a) any liability to any Governmental Unit that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code; (b) any Claim of any Governmental Unit arising on or after the Effective Date; (c) any valid right of setoff or recoupment of any Governmental Unit against any of the Debtors; or (d) any liability of the Debtors or the Reorganized Debtors under police or regulatory statutes or regulations to any Governmental Unit as the owner, lessor, lessee, or operator of property that such entity owns, operates, or leases after the Effective Date; *provided* that, for the avoidance of doubt, nothing in this paragraph shall modify the effect of the Administrative Claims Bar Date or applicable Claims Bar Date to the extent otherwise applicable. Nothing in the Confirmation Order or the Plan shall: (a) enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding sentence; or (b) divest any court, commission, or tribunal of competent jurisdiction to determine whether any liabilities asserted by any Governmental Unit are discharged or otherwise barred by this Confirmation Order, the Plan, or the Bankruptcy Code.

168. Moreover, nothing in the Confirmation Order or the Plan shall release or exculpate any non-Debtor, including any non-Debtor Released Parties, from any liability to any Governmental Unit, including but not limited to any liabilities arising under the Internal Revenue Code, the environmental laws, or the criminal laws against any non-Debtor Released Parties. Nor shall anything in this Confirmation Order or the Plan enjoin any Governmental Unit from bringing any claim, suit, action, or other proceeding described in the foregoing sentence; *provided* that the foregoing shall not (a) limit the scope of discharge granted to the Debtors under sections 524 and 1141 of the Bankruptcy Code, (b) diminish the scope of any exculpation to which any party is entitled under the Bankruptcy Code or (c) in any way impair or limit the non-bankruptcy rights or defenses of any Entity. For the avoidance of doubt, the rights of Governmental Units are preserved to raise any argument, claim or defense – either in these cases or in any other case or proceeding – related to any exculpation approved by the Bankruptcy Court, including (without limitation) that the Bankruptcy Court did not have statutory or constitutional authority or jurisdiction to approve it, or that exculpation could not legally be applied to a Governmental Unit.

169. Landlord Indemnification. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, with respect to any assumed Unexpired Lease of nonresidential real property, the Debtors, shall remain liable for all obligations arising under the Unexpired Lease of nonresidential real property that were not otherwise required to be asserted as a cure cost, including: (a) for amounts owed or accruing under such Unexpired Lease of nonresidential real property, or in connection with Debtor's use and occupancy of the premises thereunder, that are unbilled or not yet due as of the Effective Date regardless of when such amounts or obligations accrued, on account of common area maintenance, insurance, taxes, utilities, repair and maintenance and similar charges; (b) any regular or periodic adjustment or reconciliation of

charges accrued or accruing under such Unexpired Lease of nonresidential real property that are not yet due or have not been determined or billed as of the Effective Date; (c) any percentage rent that comes due after the Effective Date under such Unexpired Lease of nonresidential real property; (d) post-assumption obligations under such Unexpired Lease of nonresidential real property; and (e) obligations, if any, to indemnify the non-Debtor counterparty under such Unexpired Lease of nonresidential real property arising from the Debtor's use and occupancy of the Premises in accordance with the terms of the Unexpired Lease of nonresidential real property, which are not known by the counterparty or liquidated by the effective date of the assumption (and therefore not payable as a cure cost pursuant to Bankruptcy Code § 365(b)(1)(a)). Other than with respect to Cure Claims fixed in connection with this Confirmation Order, subject to resolution of any related dispute, all rights of the parties to any assumed Unexpired Lease of nonresidential real property to dispute amounts due thereunder are preserved.

170. SIR Roanoke Guaranty. The Guaranty, dated October 1, 2020 (as amended from time to time, the "Roanoke Guaranty"), from Revlon, Inc. to SIR Roanoke LLC (the "Roanoke Landlord"), including the obligations of Revlon, Inc. thereunder with respect to monetary and nonmonetary obligations that become due or payable after the Effective Date under that certain Amended and Restated Deed of Lease, dated as of January 17, 2003, as amended from time to time, between Elizabeth Arden, Inc. and the Roanoke Landlord, shall be assumed in its entirety by Reorganized Holdings on the Effective Date. On the Effective Date, or as soon as reasonably practicable thereafter, Reorganized Holdings shall execute and deliver to Roanoke Landlord a new guaranty instrument in substantially the same form, and on the same terms and conditions, as the Roanoke Guaranty.

171. CNA Surety. CNA Surety and its subsidiaries and affiliates, including, but not limited to, Continental Casualty Company, American Casualty Company of Reading, Pennsylvania, and Western Surety Company, and their successors and assigns, and any person or company joining with any of them in executing any Bond at its request (collectively, "CNA Surety") has issued certain surety bonds on behalf of certain of the Debtors (collectively, the "Existing Surety Bonds" and each individually an "Existing Surety Bond"). These Existing Surety Bonds are issued pursuant to certain existing indemnity agreements and/or related agreements by and between CNA Surety, on the one hand, and certain of the Debtors and their affiliates and certain non-Debtors, as applicable, on the other hand (collectively, the "Existing Indemnity Agreements").

172. Subject to paragraph 174 below, until such time as all Existing Surety Bonds have been replaced, and CNA Surety is released from its obligations under the Existing Surety Bonds and Existing Indemnity Agreements, nothing in the Plan or the Confirmation Order shall impair, release, discharge, preclude, or enjoin any obligations of the Debtors to CNA Surety under the Existing Surety Bonds and the Existing Indemnity Agreements and applicable non-bankruptcy law, and such obligations are unimpaired and are not being released, discharged, precluded, or enjoined by the Plan, including pursuant to Article X of the Plan, or the Confirmation Order. For the avoidance of doubt, CNA Surety is deemed to have opted out of the releases and is not a Releasing Party or Released Party under the Plan.

173. Nothing in the Plan or the Confirmation Order shall be deemed to limit CNA Surety's existing rights or interests under applicable non-bankruptcy law in any collateral or the proceeds of such collateral securing the Existing Surety Bonds and the Existing Indemnity Agreements (the "Surety Collateral"), including, without limitation, the right to draw or use any

Surety Collateral to reimburse any claim of CNA Surety under or in respect of the Existing Surety Bonds and/or the Existing Indemnity Agreements consistent with applicable non-bankruptcy law (the "Right to Draw"). For the avoidance of doubt, CNA Surety shall retain the Right to Draw notwithstanding the replacement of any Existing Surety Bonds prior to, or after Confirmation or the occurrence of the Effective Date.

174. Nothing in the Plan or the Confirmation Order, or any document or other agreements or exhibits to the Plan, shall be interpreted to alter, diminish, or enlarge the rights or obligations of CNA Surety or any obligee under the Existing Surety Bonds, nor shall any provision of the Plan be deemed to enjoin or preclude CNA Surety from asserting any rights or claims of any obligees under such Existing Surety Bonds. Nothing in the Plan or the Confirmation Order shall alter, modify, amend, affect, impair, or prejudice the legal, equitable, or contractual rights, obligations, and defenses of the Debtors or the Reorganized Debtors under the Existing Surety Bonds, the Existing Indemnity Agreements, or any applicable law.

175. No Admission as to Talc Personal Injury Claim. Nothing in the Plan, this Confirmation Order, the PI Claims Distribution Procedures, or any other Definitive Document is intended to be, nor shall it be construed as, an admission by the Debtors or any other Entity as to any Talc Personal Injury Claim, nor shall any Definitive Document, including the Plan, this Confirmation Order, and the PI Claims Distribution Procedures, or any component thereof be admissible as evidence of, or have any *res judicata*, collateral estoppel, or other preclusive or precedential effect regarding, (a) any alleged asbestos contamination in any product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors, the Reorganized Debtors, or any other Entity or for which the Debtors, the Reorganized Debtors, any of their insurers, or any other Entity otherwise have legal responsibility, or (b) any liability of the

Debtors, the Reorganized Debtors, any of their insurers, or any other Entity or the amount of any alleged liability, in respect of any personal injury actually or allegedly caused by any talc-containing allegedly asbestos-contaminated product manufactured, sold, supplied, produced, distributed, released, advertised, or marketed by the Debtors, the Reorganized Debtors, or any other Entity or for which the Debtors, the Reorganized Debtors, any of their insurers, or any other Entity otherwise have legal responsibility. Likewise, no decision of the PI Claims Administrator or the TAC (as defined in the PI Settlement Fund Agreement) to approve or make any distribution upon any Talc Personal Injury Claim shall be admissible as evidence of, or have any *res judicata*, collateral estoppel, or other preclusive or precedential effect regarding, liability to be imposed against the Debtors, the Reorganized Debtors, their Affiliates, or any other Entity, including, without limitation, any insurer, other than the PI Settlement Fund.

176. Unsecured Notes Indenture Trustee Releases. For the avoidance of doubt, all releases to be granted under the Plan and/or the Confirmation Order by and to the Unsecured Notes Indenture Trustee as a Releasing Party and a Released Party shall be deemed to be granted solely by and to it in its capacity as indenture trustee under the Unsecured Notes Indenture and not individually or otherwise.

177. Return of Deposits. All utilities, including any Person who received a deposit or other form of "adequate assurance" of performance pursuant to section 366 of the Bankruptcy Code during the Chapter 11 Cases (collectively, the "Deposits"), whether pursuant to the *Final Order (A) Prohibiting Utility Providers From Altering, Refusing, or Discontinuing Utility Services, (B Determining Adequate Assurance of Payment for Future Utility Services, and (C) Establishing Procedures for Determining Adequate Assurance of Payment, and (D) Granting Related Relief* [Docket No. 265] or otherwise, including, water, gas, electric, telecommunications,

data, cable, trash, and sewer services, or similar services, are directed to return such Deposits to the Reorganized Debtors, either by setoff against postpetition indebtedness or by Cash refund, within thirty (30) days following the Effective Date, and, as of the Effective Date, such Persons are not entitled to make requests for or receive additional Deposits.

178. Three Wishes Productions. Subject to the occurrence of the Effective Date, all agreements between Three Wishes Productions, Inc. ("Three Wishes") and the Debtors, including that certain Amended and Restated License Agreement, dated as of May 2016, by and between Three Wishes, on the one hand, and Elizabeth Arden, Inc. ("EA Debtor") and Elizabeth Arden International Sarl, as successor-in-interest to Proctor & Gamble International Operations S.A., on the other hand (as amended or supplemented from time to time, the "Three Wishes Agreements") shall be assumed as of the Effective Date pursuant to section 365 of the Bankruptcy Code. The Cure Amount shall be adjusted to include any amounts that come due or payable between the date of the Cure Notice and the Effective Date, to the extent such amounts are not otherwise paid prior to the Effective Date. Notwithstanding payment of the Cure Amount and anything to the contrary in the Plan, (a) the Reorganized Debtors shall remain liable for any unpaid royalties and other amounts payable to Three Wishes under the Three Wishes Agreement that come due for payment after the Effective Date, regardless of whether such royalties or other amounts were earned or based on sales or transactions occurring prior to the Effective Date; and (b) any audit rights and rights to unpaid royalties for any accounting period prior to the Effective Date discovered as a result of such audit rights ("Audit Royalty Obligations") are fully preserved by Three Wishes, and any such Audit Royalty Obligations will be satisfied and/or otherwise resolved pursuant to the terms of the applicable Three Wishes Agreements.

179. Effect of Confirmation Order on Other Orders. Unless expressly provided for herein, nothing in the Plan or this Confirmation Order shall affect any orders entered in the Chapter 11 Cases pursuant to section 365 of the Bankruptcy Code or Bankruptcy Rule 9019.

180. Inconsistency. In the event of any inconsistency between the Plan (including the Plan Supplement) and this Confirmation Order, this Confirmation Order shall govern. In the event of an inconsistency between the Plan (without reference to the Plan Supplement) and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order).

181. Injunctions and Automatic Stay. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court, and extant on this Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

182. Authorization to Consummate. The Debtors are authorized to consummate the Plan and the Restructuring Transactions at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Article XI of the Plan.

183. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

184. No Waiver. The failure to specifically include any particular Plan Document or provision of the Plan or Plan Document in this Confirmation Order will not diminish the effectiveness of such document or provision nor constitute a waiver thereof, it being the intent of

this Court that the Plan is confirmed in its entirety, the Plan Documents are approved in their entirety, and all of the Plan Documents are incorporated herein by reference.

185. Severability. Each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' or Reorganized Debtors' consent (subject to the consent and approval rights of applicable parties to the extent provided in the Plan or the Restructuring Support Agreement), consistent with the terms set forth herein; and (c) non-severable and mutually dependent.

186. Administrative Claims Bar Date. Unless otherwise provided by the Plan, this Confirmation Order, any other applicable order of the Court, or agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the Reorganized Debtors, requests for payment of Administrative Claims that accrued on or before the Effective Date (other than Professional Compensation Claims) must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in this Confirmation Order and the Plan and the notice of entry of this Confirmation Order no later than the Administrative Claims Bar Date. **Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or the Reorganized Debtors or their respective property or Estates and such Administrative Claims shall be deemed discharged as of the Effective Date. If for any reason any such Administrative Claim is incapable of being forever barred and discharged, then the Holder of such Claim shall not have recourse to any property of the Reorganized Debtors to be distributed pursuant to the Plan.** Objections to such requests for payment of an Administrative Claim, if any, must be Filed

and served on the Reorganized Debtors and the requesting party no later than the applicable Claims Objection Deadline.

187. Reports. After the Effective Date, the Reorganized Debtors shall have no obligation to file with the Court or serve on any parties reports that the Debtors were obligated to file under the Bankruptcy Code or a Court order, including monthly operating reports (even for those periods for which a monthly operating report was not filed prior to the Effective Date); *provided, however,* that the Reorganized Debtors will comply with the U.S. Trustee's quarterly reporting requirements. Through the Effective Date, the Debtors will file such reports as are required under the Local Rules.

188. Dissolution of the Committee. On the Effective Date, any statutory committee appointed in the Chapter 11 Cases, including the Creditors' Committee, shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases, and the Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the Creditors' Committee on and after the Effective Date.

189. Debtors' Actions Post-Confirmation Through the Effective Date. During the period from entry of this Confirmation Order through and until the Effective Date, each of the Debtors shall continue to operate their business as a debtor in possession, subject to the oversight of the Court as provided under the Bankruptcy Code, the Bankruptcy Rules, and this Confirmation Order and any Final Order of the Court.

190. Conditions to Effective Date. The Plan shall not become effective unless and until the conditions set forth in Article XI.A of the Plan have been satisfied or waived pursuant to Article XI.B of the Plan.

191. Partial Waiver of Fourteen-Day Stay. Notwithstanding any Bankruptcy Rule (including, without limitation, Bankruptcy Rules 3020(e), 6004(h), 6006(d), and 7062), this Confirmation Order is effective immediately on the date that is four (4) days after entry of this Confirmation Order and any applicable stay (including, without limitation, as set forth in Bankruptcy Rules 3020(e), 6004(h), 6006(d), and 7062) is reduced accordingly to four (4) days, sufficient cause having been shown.

192. Plan Supplement. The Plan Supplement and the Definitive Documents are hereby approved, and shall, upon finalization and execution, constitute legal, valid, binding, and authorized obligations of the respective parties thereto and shall be enforceable in accordance with their terms and not in conflict with any law. Without need for further order or authorization of the Court, and subject to the terms of the Restructuring Support Agreement, the Plan (each including the consent and approval rights of applicable parties set forth therein), and this Confirmation Order, the Debtors are authorized to modify and amend the Plan Supplement and the Definitive Documents through and including the Effective Date, and the Debtors or the Reorganized Debtors, as applicable, are authorized to take all actions necessary and appropriate to effect the transactions contemplated therein prior to, on, and following the Effective Date.

193. Post-Confirmation Modification of the Plan. The Debtors are hereby authorized to amend or modify the Plan at any time prior to the substantial consummation of the Plan, but only in accordance with section 1127 of the Bankruptcy Code and Article XII.A of the Plan, without further order of this Court.

194. Closing of Chapter 11 Cases. Upon the occurrence of the Effective Date, the Reorganized Debtors shall be permitted to (a) close all of the Chapter 11 Cases except for one of the Chapter 11 Cases as determined by the Reorganized Debtors, and all contested matters relating

to each of the Debtors, including objections to Claims, shall be administered and heard in such remaining Chapter 11 Case, and (b) change the name of the remaining Debtor and case caption of the remaining open Chapter 11 Case as desired, in the Reorganized Debtors' sole discretion.

195. Retention of Jurisdiction. Except as otherwise provided in the Plan, any of the Plan Documents or this Confirmation Order, the Court shall retain jurisdiction over the Chapter 11 Cases and all matters arising under, arising out of, or related to, the Chapter 11 Cases and the Plan, including the matters set forth in Article XIII of the Plan.

196. Final Order. This Confirmation Order is a final order and the period in which an appeal must be filed will commence upon entry of this Confirmation Order.

Dated: New York, New York
April 3, 2023

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

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
FREDERIC BOUIN,	Case No.: 21-11932 (DSJ)
Debtor.	

BALLOT FOR ACCEPTING OR REJECTING PLAN OF LIQUIDATION

On July 28, 2022, Ronald J. Friedman, Esq., the chapter 11 operating trustee (the "Trustee") for the bankruptcy estate of Frederic Bouin (the "Debtor") filed a Disclosure Statement (the "Disclosure Statement") for the Chapter 11 Trustee's Amended Plan of Liquidation Under Chapter 11 of the Bankruptcy Code (the "Plan"). The Court has approved the Disclosure Statement, which provides information to assist you in deciding how to vote your Ballot. If you do not have a Disclosure Statement, you may obtain a copy from SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York 11753, Attention: Brian Powers, Esq., attorneys for the Trustee, Telephone: (516) 479-6300. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim under the Plan.

If your Ballot is not received by SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York 11753, Attention: Brian Powers, Esq.; either (a) by first class mail, (b) by overnight mail service, or (c) by personal delivery so that, in each case, it is actually received no later than 4:00 p.m. (prevailing Eastern Time) on September 6, 2022 (the "Voting Deadline"), your vote will not count as either an acceptance or rejection of the Plan. Delivery of a Ballot by facsimile, e-mail or any other electronic means will not be accepted or counted.

If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.

ACCEPTANCE OR REJECTION OF THE PLAN

The undersigned, the Holder of a Class __ Claim in the unpaid amount of $_____:

Your Vote on the Plan (please check one)

[ ] ACCEPTS THE PLAN [ ] REJECTS THE PLAN

ANY BALLOT THAT IS EXECUTED BY THE HOLDER OF A CLAIM THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

Dated: _____

Print or Type Name: _____

Signature: _____

Title: _____
(if Creditor is Corporation or Partnership)

Name of Corporation: _____

Address: _____

_____

RETURN THIS BALLOT TO:

SILVERMANACAMPORA LLP
Counsel to the Trustee
100 Jericho Quadrangle, Suite 300
Jericho, New York 11753
Attn: Brian Powers, Esq.

VOTING INSTRUCTIONS

1. All capitalized terms used in the Ballot or Voting Instructions but not otherwise defined therein shall have the meaning ascribed to them in the Plan.

2. The Plan can be confirmed by the Bankruptcy Court, and therefore made binding on you, if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in each Impaired Class voting on the Plan. Please review the Disclosure Statement for more information.

3. To ensure that your vote is counted, you must (i) complete the Ballot, (ii) indicate your decision either to accept or reject the Plan, and (iii) sign and return the Ballot to the address set forth herein on or before the Voting Deadline. **Your Ballot must be received by the Voting Deadline.**

4. If a Ballot is received after the Voting Deadline, it will not be counted. **The method of delivery of Ballots is at the election and risk of each Holder of a Claim.** Except as otherwise provided herein, such delivery will be deemed made only when the original executed Ballot is actually received by SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York 11753, Attn: Brian Powers, Esq., on or before the Voting Deadline. Instead of effecting delivery by other means, it is recommended, though not required, that such Holders use an overnight or hand delivery service. In all cases, sufficient time should be allowed to ensure timely delivery. Delivery of a Ballot by facsimile, e-mail or any other electronic means will not be accepted or counted.

5. If multiple Ballots are received from a Holder of Claims with respect to the same Claims prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballot.

6. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest or an assertion or admission of a Claim or Interest.

7. Please be sure to sign and date your Ballot. If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or, if no such mailing label is attached, on the Ballot.

THE TRUSTEE EXPRESSLY RESERVES THE RIGHT TO OBJECT AT A LATER DATE TO THE AMOUNT ALLEGED TO BE DUE TO THE CREDITOR BY THE DEBTOR OR THE INDEBTEDNESS ASSERTED IN A TIMELY FILED PROOF OF CLAIM.

PLEASE RETURN YOUR BALLOT PROMPTLY!

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

Counsel to the Debtors and Debtors in Possession

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)

THIRD AMENDED JOINT PLAN OF REORGANIZATION
OF REVLON, INC. AND ITS DEBTOR AFFILIATES
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN OFFER, ACCEPTANCE, COMMITMENT, OR LEGALLY BINDING OBLIGATION OF THE DEBTORS OR ANY OTHER PARTY IN INTEREST, AND THIS PLAN IS SUBJECT TO APPROVAL BY THE BANKRUPTCY COURT AND OTHER CUSTOMARY CONDITIONS. THIS PLAN IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES.

[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: 55 Water St., 43rd Floor, New York, 10041-0004.

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INTRODUCTION

Revlon, Inc. and the other above-captioned debtors and debtors in possession propose this joint plan of reorganization for the resolution of the Claims against and Interests in each of the Debtors pursuant to chapter 11 of the Bankruptcy Code. Although jointly proposed for administrative purposes, the Plan constitutes a separate plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Article I.A.

Holders of Claims and Interests may refer to the Disclosure Statement for a description of the Debtors' history, business, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of the Plan and the Restructuring Transactions contemplated hereby. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS AND INTERESTS, AS APPLICABLE, ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms

As used in the Plan, capitalized terms have the meanings ascribed to them below.

1. "2016 Agent" means Citibank, N.A., solely in its capacity as administrative agent and collateral agent under the 2016 Term Loan Credit Agreement, or any successor administrative agent or collateral agent as permitted by the terms set forth in the 2016 Term Loan Credit Agreement.

2. "2016 Agent Surviving Indemnity Obligations" means the obligation of any Holder of a 2016 Term Loan Claim (other than any Released Party) to indemnify the 2016 Agent in accordance with and subject to the terms and conditions of the 2016 Credit Agreement.

3. "2016 Credit Agreement" means the Term Credit Agreement, dated as of September 7, 2016 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among Holdings, RCPC, the 2016 Term Loan Agent, and the lenders party thereto from time to time.

4. "2016 Term Loan Claim" means any Claim on account of the 2016 Term Loans or derived from, based upon, relating to, or arising under the 2016 Credit Agreement, but under no circumstances shall any Netting Agreement Indemnity Claim be deemed or considered a 2016 Term Loan Claim.

5. "2016 Term Loan Claims Allowed Amount" means an amount equal to (a) the aggregate outstanding principal amount of the 2016 Term Loans as of the Petition Date of $872,424,572 *plus* (b) all accrued and unpaid interest on the 2016 Term Loans as of the Petition Date in the amount of $2,161,950. Any 2016 Term Loan Claim against any BrandCo Entity shall be Disallowed.

6. "2016 Term Loan Lender Group Advisors" means Akin Gump Strauss Hauer & Feld LLP, Boies Schiller Flexner LLP, and Moelis & Company, each in their capacity as advisors to the Ad Hoc Group of 2016 Term Loan Lenders or in their capacity as advisors to the members thereof.

7. "2016 Term Loans" means the term loans issued under the 2016 Credit Agreement.

8. "2019 Credit Agreement" means the Term Credit Agreement, dated as of August 6, 2019 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among Holdings, RCPC, Wilmington Trust, N.A., as administrative agent, and each collateral agent, and the lenders party thereto from time to time.

9. "2019 Financing Transaction" means the transactions executed in connection with the 2019 Credit Agreement.

10. "2020 Revolver Joinder Agreement" means that certain Joinder Agreement to the 2016 Credit Agreement, dated as of April 30, 2020, by and among the New Lenders (as defined therein), RCPC, the other Loan Parties (as defined in the 2016 Credit Agreement) party thereto, and the 2016 Agent.

11. "2020 Term B-1 Loan Claim" means any Claim on account of the 2020 Term B-1 Loans derived from, based upon, relating to, or arising under the BrandCo Credit Agreement.

12. "2020 Term B-1 Loan Claims Allowed Amount" means the full outstanding amount of the 2020 Term B-1 Loans, including (a) an aggregate outstanding principal amount as of the Petition Date of $938,986,931, (b) the Applicable Premium (as defined in the BrandCo Credit Agreement) in the amount of $98,593,628, and (c) all accrued and unpaid interest, including PIK Interest (as defined in the BrandCo Credit Agreement), accruing on the aggregate outstanding principal amount of the 2020 Term B-1 Loans before or after the Petition Date, at the rate provided for in the BrandCo Credit Agreement, including Section 2.15(d) thereof, through the Effective Date; *provided* that (x) postpetition interest accruing on the Applicable Premium and (y) $20 million of Deferred B-1 Adequate Protection Payments (as defined in the Restructuring Support Agreement) will not be included in the 2020 Term B-1 Loan Claims Allowed Amount and will be waived as a component of the Plan Settlement.

13. "2020 Term B-1 Loans" means the "Term B-1 Loans" as defined in, and issued under, the BrandCo Credit Agreement.

14. "2020 Term B-2 Loan Claim" means any Claim on account of the 2020 Term B-2 Loans derived from, based upon, relating to, or arising under the BrandCo Credit Agreement.

15. "2020 Term B-2 Loan Claims Allowed Amount" means an amount equal to (a) the aggregate outstanding principal amount of the 2020 Term B-2 Loans as of the Petition Date of $936,052,001 *plus* (b) all accrued and unpaid interest on the 2020 Term B-2 Loans as of the Petition Date in the amount of $10,768,797.

16. "2020 Term B-2 Loans" means the "Term B-2 Loans" as defined in, and issued under, the BrandCo Credit Agreement.

17. "2020 Term B-3 Loan Claim" means any Claim on account of the 2020 Term B-3 Loans derived from, based upon, relating to, or arising under the BrandCo Credit Agreement.

18. "2020 Term B-3 Loan Claims Allowed Amount" means an amount equal to (a) the aggregate outstanding principal amount of the 2020 Term B-3 Loans as of the Petition Date of $2,980,287 *plus* (b) all accrued and unpaid interest accrued on the aggregate outstanding principal amount of the 2020 Term B-3 Loans as of the Petition Date in the amount of $36,752.

19. "2020 Term B-3 Loans" means the "Term B-3 Loans" as defined in, and issued under, the BrandCo Credit Agreement.

20. "2020 Term Loan Claims" means, collectively, the 2020 Term B-1 Loan Claims, the 2020 Term B-2 Loan Claims, and the 2020 Term B-3 Loan Claims.

21. "ABL Agents" means MidCap Funding IV Trust, as administrative agent and collateral agent under the ABL Facility Credit Agreement, Crystal Financial LLC d/b/a SLR Credit Solutions, as SISO Term Loan Agent (as defined in the ABL Facility Credit Agreement), and Alter Domus (US) LLC, as Tranche B Administrative Agent (as defined in the ABL Facility Credit Agreement), or, with respect to each of the foregoing, any successor administrative agent or collateral agent as permitted by the terms set forth in the ABL Facility Credit Agreement.

22. "ABL DIP Facility" means the postpetition financing facility provided for under the ABL DIP Facility Credit Agreement and the Final DIP Order.

23. "ABL DIP Facility Agent" means MidCap Funding IV Trust, as administrative agent and collateral agent under the ABL DIP Facility Credit Agreement, or any successor administrative agent or collateral agent as permitted by the terms set forth in the ABL DIP Facility Credit Agreement.

24. "ABL DIP Facility Claim" means any Claim on account of the ABL DIP Facility derived from, based upon, relating to, or arising under the ABL DIP Facility Credit Agreement.

25. "ABL DIP Facility Credit Agreement" means the Super-Priority Senior Secured Debtor-in-Possession Asset-Based Revolving Credit Agreement, dated as of June 30,

2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among RCPC, Holdings, Midcap Funding IV Trust, as administrative agent, collateral agent, and lead arranger, the SISO ABL DIP Facility Agent, and the other lending institutions party thereto from time to time.

26. "ABL DIP Facility Lenders" means the lenders from time to time under the ABL DIP Facility.

27. "ABL Facility Credit Agreement" means the Asset-Based Revolving Credit Agreement dated as of September 7, 2016 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among Holdings, RCPC, the subsidiaries of RCPC party from time to time thereto, MidCap Funding IV Trust, as administrative agent, collateral agent, issuing lender, and swingline lender, Crystal Financial LLC d/b/a SLR Credit Solutions, as SISO Term Loan Agent (as defined therein), Alter Domus (US) LLC, as Tranche B Administrative Agent (as defined therein), and the other lending institutions party from time to time thereto.

28. "Ad Hoc Group of 2016 Term Loan Lenders" means the ad hoc group of Holders of 2016 Term Loan Claims represented by Akin Gump Strauss Hauer & Feld LLP and Moelis & Company.

29. "Ad Hoc Group of BrandCo Lenders" means the ad hoc group of Holders of 2020 Term Loan Claims represented by Davis Polk & Wardwell LLP and Centerview Partners LLC.

30. "Adjusted Aggregate Rights Offering Amount" means the Aggregate Rights Offering Amount after any reduction on account of Excess Liquidity in accordance with the First Lien Exit Facilities Term Sheet and the Plan.

31. "Administrative Claim" means any Claim incurred by the Debtors on or after the Petition Date and before the Effective Date for the costs and expenses of administration of the Estates pursuant to section 503(b) (including Claims arising under section 503(b)(9) of the Bankruptcy Code) or 1114(e)(2) of the Bankruptcy Code, but excluding any Claims arising under section 507(b) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Effective Date of preserving the Estates and operating the Debtors' businesses; (b) Allowed Professional Compensation Claims; (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code; (d) the Backstop Commitment Premium; and (e) the Debt Commitment Premium.

32. "Administrative Claims Bar Date" means the date that is thirty (30) calendar days after the Effective Date, unless otherwise ordered by the Bankruptcy Court, and except with respect to Professional Compensation Claims, which shall be subject to the provisions of Article II.B hereof.

33. "Affiliate" means, with respect to a specified Entity, any other Entity that would fall within the definition assigned to such term in section 101(2) of the Bankruptcy Code, if such specified Entity was a debtor in a case under the Bankruptcy Code.

34. "Aggregate Rights Offering Amount" means $670 million, which represents the aggregate purchase price of the New Common Stock issued pursuant to the Equity Rights Offering, prior to any reduction on account of Excess Liquidity in accordance with the First Lien Exit Facilities Term Sheet and the Plan.

35. "Allowed" means, with respect to any Claim or Interest, except to the extent the Plan provides otherwise, any portion thereof (a) that is allowed under the Plan, by Final Order, or pursuant to a settlement, (b) that is evidenced by a Proof of Claim or Interest, as applicable, timely filed by the applicable Claims Bar Date or that is not required to be evidenced by a filed Proof of Claim or Interest, as applicable, under the Plan or a Final Order, or (c) that is scheduled by the Debtors as not disputed, contingent, or unliquidated, and as for which no Proof of Claim or Interest, as applicable, has been timely filed; *provided* that, with respect to a Claim or Interest described in clauses (b) and (c) above, such Claim or Interest shall be considered Allowed only if and to the extent that such Claim or Interest is not Disallowed and no objection to the allowance of such Claim or Interest is interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim or Interest has been Allowed by a Final Order; *provided, further* that a Talc Personal Injury Claim shall only be Allowed in accordance with the PI Claims Distribution Procedures. Except as otherwise specified in the Plan or any Final Order, the amount of an Allowed Claim shall not include interest or other charges on such Claim from and after the Petition Date. No Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor or Reorganized Debtor, as applicable.

36. "Alternative Restructuring Proposal" has the meaning set forth in the Restructuring Support Agreement.

37. "Amended CEO Employment Agreement" means the existing employment agreement of the Debtors' chief executive officer, as amended and restated in accordance with the CEO Employment Agreement Term Sheet, which shall be in all respects in form and substance consistent with the CEO Employment Agreement Term Sheet and acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

38. "Amended Revlon Executive Severance Pay Plan" means the existing executive severance plan for directors and above, as amended and restated in accordance with the Executive Severance Term Sheet, which may consist of one or more separate plan documents, and which shall be in all respects in form and substance consistent with the Executive Severance Term Sheet and acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

39. "Backstop Commitment Agreement" means that certain Amended and Restated Backstop Commitment Agreement, dated February 21, 2023 (including all exhibits, annexes, and schedules thereto and as amended, supplemented, or modified pursuant to the terms thereof), by and among the Debtors and the Equity Commitment Parties.

40. "Backstop Commitment Premium" means a commitment premium equal to 12.5% of the Aggregate Rights Offering Amount, payable to the Equity Commitment Parties in shares of New Common Stock issued on the Effective Date at the ERO Price Per Share, in

accordance with the Backstop Commitment Agreement; *provided* that, in the event the Equity Rights Offering is not consummated, the Backstop Commitment Premium shall be payable in cash to the extent provided in the Backstop Commitment Agreement.

41. "Backstop Motion" means the motion seeking approval of the Backstop Commitment Agreement, which shall be in form and substance acceptable solely to the Debtors and the Required Consenting 2020 B-2 Lenders.

42. "Backstop Order" means the order entered by the Bankruptcy Court (a) approving and authorizing the Debtors' entry into (i) the Backstop Commitment Agreement and other Equity Rights Offering Documents, including the Debtors' obligation to pay the Backstop Commitment Premium and (ii) the Debt Commitment Letter, including the Debtors' obligation to pay the premiums and discounts on the Incremental New Money Facility in accordance therewith, (b) which order may be the Disclosure Statement Order, and (c) which shall be in form and substance acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

43. "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as may be amended from time to time.

44. "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of New York, or any other court having jurisdiction over the Chapter 11 Cases, including to the extent of any withdrawal of the reference under section 157(d) of the Judicial Code, the United States District Court for the Southern District of New York.

45. "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

46. "BrandCo Agent" means Jefferies Finance LLC, in its capacity as administrative agent and each collateral agent under the BrandCo Credit Agreement, or any successor administrative agent or collateral agent as permitted by the terms set forth in the BrandCo Credit Agreement.

47. "BrandCo Credit Agreement" means the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among Holdings, RCPC, the BrandCo Agent, and the lenders party thereto from time to time.

48. "BrandCo Entities" collectively, each of (a) Beautyge I, (b) Beautyge II, LLC, (c) BrandCo Almay 2020 LLC, (d) BrandCo Charlie 2020 LLC, (e) BrandCo CND 2020 LLC, (f) BrandCo Curve 2020 LLC, (g) BrandCo Elizabeth Arden 2020 LLC, (h) BrandCo Giorgio Beverly Hills 2020 LLC, (i) BrandCo Halston 2020 LLC, (j) BrandCo Jean Nate 2020 LLC, (k) BrandCo Mitchum 2020 LLC, (l) BrandCo Multicultural Group 2020 LLC, (m) BrandCo PS 2020 LLC, and (n) BrandCo White Shoulders 2020 LLC.

49. "BrandCo Financing Transaction" means the transactions executed in connection with the BrandCo Credit Agreement.

50. "BrandCo Lender Group Advisors" means Davis Polk & Wardwell LLP, Kobre & Kim LLP, Goodmans LLP, Centerview Partners LLC, and The Boston Consulting Group, Inc., and each other special or local counsel or other professional retained by the Ad Hoc Group of BrandCo Lenders, each in their capacity as advisors to the Ad Hoc Group of BrandCo Lenders or in their capacity as advisors to the members thereof.

51. "BrandCo Settlement Termination Date" has the meaning set forth in the Restructuring Support Agreement.

52. "BrandCo Third Lien Guaranty Claim" means any 2020 Term B-3 Loan Claim against a BrandCo Entity.

53. "Breach Notice" has the meaning set forth in the Restructuring Support Agreement.

54. "Business Day" means any day, other than a Saturday, Sunday, or any other day on which banking institutions in New York, New York are authorized or required by law or executive order to close.

55. "Canadian Recognition Proceeding" means the proceeding commenced before the Ontario Superior Court of Justice (Commercial List) pursuant to the Companies' Creditors Arrangement Act to recognize the Chapter 11 Cases in Canada.

56. "Case Management Procedures" means the procedures set forth in the *Revised Order (A) Establishing Certain Notice, Case Management, and Administrative Procedures and (B) Granting Related Relief* [Docket No. 279].

57. "Cash" means the legal tender of the United States of America and equivalents thereof, including bank deposits and checks.

58. "Cash-Out Backstop Lenders" has the meaning set forth in the Restructuring Support Agreement.

59. "Cause of Action" means, without limitation, any Claim, Interest, claim, damage, remedy, cause of action, controversy, demand, right, right of setoff, action, cross claim, counterclaim, recoupment, claim for breach of duty imposed by law or in equity, action, Lien, indemnity, contribution, reimbursement, guaranty, debt, suit, class action, third-party claim, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, direct or indirect, choate or inchoate, liquidated or unliquidated, suspected or unsuspected, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, under the Bankruptcy Code or applicable non-bankruptcy law, or pursuant to any other theory of law. For the avoidance of doubt, Causes of Action include: (a) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to section 362, 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, or 553 of the Bankruptcy Code or similar non-U.S. or state law; and (d) such claims and

defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code.

60. "CEO Employment Agreement Term Sheet" means the term sheet setting forth the terms and conditions of the amended CEO Employment Agreement, which was provided by counsel to the Debtors to counsel to the Ad Hoc Group of BrandCo Lenders on December 19, 2022.

61. "Chapter 11 Cases" means the jointly administered chapter 11 cases Filed for the Debtors in the Bankruptcy Court and currently styled *In re Revlon, Inc.*, Case No. 22-10760 (DSJ) (Jointly Administered).

62. "Chubb" means ACE American Insurance Company, Federal Insurance Company, Century Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company, and Motor Vehicle Casualty Company and Central National Insurance Company of Omaha (but only with respect to policies issued through Cravens, Dargan & Company, Pacific Coast), and each of their respective U.S.-based affiliates, successors, and predecessors and each solely in their capacity as an insurer or successor in interest thereto.

63. "Chubb Insurance Contracts" means all insurance policies that have been issued by Chubb and provide coverage at any time to any of the Debtors (or any of their predecessors), and all agreements, documents or instruments relating thereto.

64. "Claim" means any "claim," as defined in section 101(5) of the Bankruptcy Code, against a Debtor.

65. "Claims Bar Date" means October 24, 2022, or such other date established by the Plan or by order of the Bankruptcy Court by which Proofs of Claim must be filed with respect to Claims.

66. "Claims Objection Deadline" means the deadline for objecting to a Claim asserted against a Debtor, which shall be on the date that is the later of: (a)(i) with respect to Administrative Claims (other than Professional Compensation Claims), 90 days after the Administrative Claims Bar Date or (ii) with respect to all other Claims (other than Professional Compensation Claims), 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by the Debtors or the Reorganized Debtors, as applicable, or by an order of the Bankruptcy Court for objecting to such Claims.

67. "Claims Register" means the official register of Claims against the Debtors maintained by the Voting and Claims Agent.

68. "Class" means a category of Claims or Interests classified together as set forth in Article III hereof pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

69. "Class 4 Equity Electing Claims" means all Allowed OpCo Term Loan Claims for which the Holder thereof makes the Class 4 Equity Election; *provided* that, if the Class 4 Equity Election is made for less than $543 million of Allowed OpCo Term Loan Claims in the aggregate, each eligible Holder of an Allowed OpCo Term Loan Claim for which the Class 4

Equity Election was not made shall be deemed to have made the Class 4 Equity Election for such Claims in an amount equal to such Holder's Pro Rata share (determined based on such Holder's Allowed OpCo Term Loan Claims for which a Class 4 Equity Election was not made as a percentage of all eligible Allowed OpCo Term Loan Claims for which a Class 4 Equity Election was not made) of $543 million *minus* the aggregate amount of Allowed OpCo Term Loan Claims for which a Class 4 Equity Election was made; *provided*, *further*, that, notwithstanding the foregoing, Cash-Out Backstop Lenders shall not be eligible to make, and shall not be deemed to make, the Class 4 Equity Election, except as set forth in the Restructuring Support Agreement.

70. "Class 4 Equity Distribution" means 18% of (a) the New Common Stock issued on the Effective Date, prior to and subject to dilution by any New Common Stock issued in connection with the Equity Rights Offering (including, for the avoidance of doubt, any New Common Stock issued pursuant to the Backstop Commitment Agreement), in connection with any MIP Awards, and/or upon the exercise of the New Warrants and (b) the Equity Subscription Rights.

71. "Class 4 Non-Equity Electing Claims" means all Allowed OpCo Term Loan Claims other than Class 4 Equity Electing Claims.

72. "Class 4 Equity Election" means, with respect to an OpCo Term Loan Claim, the election by the Holder thereof to receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share (determined based on such Holder's Class 4 Equity Electing Claims as a percentage of all Class 4 Equity Electing Claims) of the Class 4 Equity Distribution.

73. "Class 6 Equity Distribution" means 82% of (a) the New Common Stock issued on the Effective Date, prior to and subject to dilution by any New Common Stock issued in connection with the Equity Rights Offering (including, for the avoidance of doubt, any New Common Stock issued pursuant to the Backstop Commitment Agreement), in connection with any MIP Awards, and/or upon the exercise of the New Warrants and (b) the Equity Subscription Rights.

74. "Company Entities" means Revlon, Inc. and its directly- and indirectly-owned subsidiaries.

75. "Confirmation" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

76. "Confirmation Date" means the date upon which Confirmation occurs.

77. "Confirmation Hearing" means the confirmation hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time, including after delivery of any Breach Notice by the Required Consenting BrandCo Lenders, until (a) such alleged breach is cured or (b) the Bankruptcy Court determines that there is no breach under the Restructuring Support Agreement.

78. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code and approving the transactions contemplated thereby, which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

79. "Consenting 2016 Lenders" has the meaning set forth in the Restructuring Support Agreement.

80. "Consenting BrandCo Lenders" has the meaning set forth in the Restructuring Support Agreement.

81. "Consenting Creditor Parties" has the meaning set forth in the Restructuring Support Agreement.

82. "Consenting Unsecured Noteholder" means, in the event that Class 8 votes to reject the Plan, each Holder of an Unsecured Notes Claim that (a) votes to accept the Plan on account of its Unsecured Notes Claim, and (b) does not, directly or indirectly, object to, or otherwise impede, delay, or interfere with, solicitation, acceptance, Confirmation, or Consummation of the Plan.

83. "Consenting Unsecured Noteholder Recovery" means, with respect to each Consenting Unsecured Noteholder, 50% of such Consenting Unsecured Noteholder's Pro Rata share of the Unsecured Notes Settlement Distribution if Class 8 had voted to accept the Plan.

84. "Consummation" means the occurrence of the Effective Date.

85. "Contract Rejection Claim" means a Claim arising from the rejection of an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

86. "Creditors' Committee" means the official committee of unsecured creditors appointed in the Chapter 11 Cases by the U.S. Trustee on June 24, 2022 pursuant to section 1102(a)(1) of the Bankruptcy Code, as such committee may be reconstituted from time to time.

87. "Creditors' Committee Settlement Conditions" means, unless otherwise waived by the Required Consenting BrandCo Lenders, (a) the BrandCo Settlement Termination Date shall not have occurred and (b) the Required Consenting BrandCo Lenders shall have not sent a Breach Notice that remains uncured and that, with the passage of time, would result in the occurrence of the BrandCo Settlement Termination Date.

88. "Cure Claim" means a Claim against any Debtor based upon such Debtor's monetary default under an Executory Contract or Unexpired Lease at the time such contract or lease is assumed or assumed and assigned by such Debtor or Reorganized Debtor, as applicable, pursuant to section 365 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

89. "Cure Notice" means a notice of a proposed amount of Cash to be paid on account of a Cure Claim in connection with an Executory Contract or Unexpired Lease to be

assumed, or assumed and assigned, under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include the amount of Cure Claim (if any) to be paid in connection therewith.

90. "Debt Commitment Letter" means that certain $200,000,000 Incremental New Money Facility Backstop Commitment Letter, dated January 17, 2023 (as may be amended, supplemented, or modified from time to time), by and among the Debt Commitment Parties and RCPC, setting forth the commitment of the Debt Commitment Parties to provide the Incremental New Money Facility.

91. "Debt Commitment Parties" means the "Backstop Parties" as defined in the Debt Commitment Letter.

92. "Debt Commitment Premium" means the commitment premium under the Debt Commitment Letter, which shall be 3.00% of the aggregate principal amount of the Incremental New Money Facility, payable to the Debt Commitment Parties in accordance with the Debt Commitment Letter.

93. "Debtor Release" means the releases set forth in Article X.D of the Plan.

94. "Debtors" means, collectively: Revlon, Inc.; Revlon Consumer Products Corporation; Almay, Inc.; Art & Science, Ltd.; Bari Cosmetics, Ltd.; Beautyge Brands USA, Inc.; Beautyge U.S.A., Inc.; Charles Revson Inc.; Creative Nail Design, Inc.; Cutex, Inc.; DF Enterprises, Inc.; Elizabeth Arden (Financing), Inc.; Elizabeth Arden Investments, LLC; Elizabeth Arden NM, LLC; Elizabeth Arden Travel Retail, Inc.; Elizabeth Arden USC, LLC; Elizabeth Arden, Inc.; FD Management, Inc.; North America Revsale Inc.; OPP Products, Inc.; PPI Two Corporation; RDEN Management, Inc.; Realistic Roux Professional Products Inc.; Revlon Development Corp.; Revlon Government Sales, Inc.; Revlon International Corporation; Revlon Professional Holding Company LLC; Riros Corporation; Riros Group Inc.; RML, LLC; Roux Laboratories, Inc.; Roux Properties Jacksonville, LLC; SinfulColors Inc.; Beautyge II, LLC; BrandCo Almay 2020 LLC; BrandCo Charlie 2020 LLC; BrandCo CND 2020 LLC; BrandCo Curve 2020 LLC; BrandCo Elizabeth Arden 2020 LLC; BrandCo Giorgio Beverly Hills 2020 LLC; BrandCo Halston 2020 LLC; BrandCo Jean Nate 2020 LLC; BrandCo Mitchum 2020 LLC; BrandCo Multicultural Group 2020 LLC; BrandCo PS 2020 LLC; BrandCo White Shoulders 2020 LLC; Beautyge I; Elizabeth Arden (Canada) Limited; Elizabeth Arden (UK) Ltd.; Revlon Canada Inc.; and Revlon (Puerto Rico) Inc.

95. "Definitive Documents" means the Plan (including, for the avoidance of doubt, all exhibits, annexes, amendments, schedules, and supplements related thereto, including the Plan Supplement), the Confirmation Order, the Solicitation Materials, including the Disclosure Statement, the Disclosure Statement Order, the Exit Facilities Documents, including the Debt Commitment Letter, the Equity Rights Offering Documents, including the Backstop Commitment Agreement, the Backstop Order, and the Equity Rights Offering Procedures, the New Organizational Documents, the PI Claims Distribution Procedures, the GUC Trust Agreement, the PI Settlement Fund Agreement, the New Warrant Agreement, the documentation setting the Distribution Record Date and means of distribution under the Plan and the procedures for designating the recipients of distributions under the Plan, all other documents, motions, pleadings, briefs, applications, orders, agreements, supplements, and other filings, including any summaries

or term sheets in respect thereof, that are directly related to any of the foregoing or as may be reasonably necessary or advisable to implement the Restructuring Transactions, and all materials relating to the foregoing that are filed in the Canadian Recognition Proceeding or any other foreign proceeding commenced by any Debtor in connection with the Restructuring Transactions, which, in each case, shall be in form and substance consistent with the Restructuring Support Agreement, including the consent rights therein.

96. "Description of Transaction Steps" means a document, to be included in the Plan Supplement, which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders, that sets forth the material components of the Restructuring Transactions and a description of the steps to be carried out to effectuate the Restructuring Transactions in accordance with the Plan, including the reorganization of the Reorganized Debtors and the issuance of New Common Stock, the New Warrants, and the other distributions under the Plan, through the Chapter 11 Cases, the Plan, or any Definitive Documents, and the intended tax treatment of such steps.

97. "DIP Agents" means, collectively, the ABL DIP Facility Agent, the Term DIP Facility Agent, and the SISO ABL DIP Facility Agent.

98. "DIP Claim" means any ABL DIP Facility Claim, Term DIP Facility Claim, or Intercompany DIP Facility Claim.

99. "DIP Facilities" means, collectively, the ABL DIP Facility, the Intercompany DIP Facility, and the Term DIP Facility.

100. "DIP Lender" means each lender from time to time under the ABL DIP Facility, the Intercompany DIP Facility, or the Term DIP Facility.

101. "DIP Orders" means, together, the Interim DIP Order and the Final DIP Order.

102. "Disallowed" means, with respect to any Claim or Interest, a portion thereof that (a) is disallowed under the Plan (including, with respect to Talc Personal Injury Claims, pursuant to the PI Claims Distribution Procedures), by Final Order, or pursuant to a settlement, (b) is scheduled by the Debtors at zero dollars ($0) or as contingent, disputed, or unliquidated and as to which a Claims Bar Date has been established but no Proof of Claim was timely filed or deemed timely filed pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court, including the order approving the Claims Bar Date, or otherwise deemed timely filed under applicable law, or (c) is not scheduled by the Debtors and as to which a Claims Bar Date has been established but no Proof of Claim has been timely filed or deemed timely filed pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.

103. "Disbursing Agent" means: (a) except as provided in the following clauses (b), (c), or (d), the Reorganized Debtors or the Entity or Entities selected by the Reorganized Debtors to make or facilitate distributions contemplated under the Plan, which Entity may include the Voting and Claims Agent; (b) with respect to Unsecured Notes Claims, the Unsecured Notes Indenture Trustee; (c) with respect to General Unsecured Claims (other than Talc Personal Injury

Claims), the GUC Administrator; and (d) with respect to the Talc Personal Injury Claims, the PI Claims Administrator.

104. "Disclosure Statement" means the disclosure statement (as it may be amended, supplemented, or modified from time to time) for the Plan, including all exhibits and schedules thereto and references therein, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code, which shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting BrandCo Lenders.

105. "Disclosure Statement Order" means the order entered by the Bankruptcy Court approving the Disclosure Statement as containing, among other things, "adequate information" as required by section 1125 of the Bankruptcy Code and solicitation procedures related thereto, which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

106. "Disputed" means, with respect to any Claim or Interest, a Claim or Interest that is not yet Allowed or Disallowed.

107. "Distribution Record Date" means, except with respect to Holders of Unsecured Notes Claims, the date for determining which Holders of Allowed Claims and Interests are eligible to receive distributions pursuant to the Plan, which date shall be the Confirmation Date or such other date that is selected by the Debtors with the consent of the Required Consenting BrandCo Lenders. The Distribution Record Date shall not apply to any holders of Unsecured Notes Claims, who shall receive a distribution, if any, in accordance with Article VIII.E of the Plan.

108. "DTC" means the Depository Trust Company.

109. "Effective Date" means (a) the date that is the first Business Day on which all conditions to the occurrence of the Effective Date have been satisfied or waived pursuant to Article XI.A and Article XI.B or (b) such later date as agreed to by the Debtors and the Required Consenting BrandCo Lenders.

110. "Eligible Holder" means each Holder (as of the record date for the Equity Subscription Rights as set forth in the Equity Rights Offering Procedures) of an Allowed 2020 Term B-2 Loan Claim and/or an Allowed OpCo Term Loan Claim.

111. "Employment Obligations" means all contracts, agreements, arrangements, policies, programs, and plans for, among other things, compensation, bonuses, reimbursement, indemnity, health care benefits, disability benefits, deferred compensation benefits, travel benefits, vacation and sick leave benefits, savings, severance benefits, including, in the event of a change of control after the Effective Date, retirement benefits, retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), welfare benefits, relocation programs, life insurance, and accidental death and dismemberment insurance, including contracts, agreements, arrangements, policies, programs, and plans for bonuses and other incentives or compensation for the Debtors' current and former employees, directors, officers, consultants, and managers, including executive compensation programs and existing compensation arrangements (including, in each case, any amendments thereto), and including, for the avoidance of doubt, the Canadian Savings Plan, the

Canadian Savings Match Plan, the U.K. Savings Plan, the Canadian Pension Plan, and the U.K. Pension Plan (each as defined in the Wages Motion); *provided* that Employment Obligations shall not include Non-Qualified Pension Claims.

112. "Enhanced Cash Incentive Program" means an enhanced cash incentive program to be approved and implemented pursuant to the Confirmation Order and otherwise adopted by the Reorganized Debtors as soon as reasonably practicable after the Effective Date (but no later than 21 days after the Effective Date, absent any ordinary course administrative delay that is not caused for purposes of circumventing this requirement by any equity holder or any member of the Reorganized Holdings Board other than the Debtors' chief executive officer), the terms of which shall be consistent with the Restructuring Support Agreement and have been agreed upon by the Debtors and the Required Consenting BrandCo Lenders, for employees that are participants in the KEIP.

113. "Entity" means an entity as such term is defined in section 101(15) of the Bankruptcy Code.

114. "Equity Commitment Parties" has the meaning set forth in the Backstop Commitment Agreement.

115. "Equity Rights Offering" means the equity rights offering to be consummated by Reorganized Holdings on the Effective Date in accordance with the Equity Rights Offering Documents, pursuant to which it shall issue shares of New Common Stock at the ERO Price Per Share for an aggregate price equal to the Aggregate Rights Offering Amount (or, if applicable, the Adjusted Aggregate Rights Offering Amount).

116. "Equity Rights Offering Documents" means the Backstop Commitment Agreement, the Backstop Motion, the Backstop Order, and any and all other agreements, documents, and instruments delivered or entered into in connection with, or otherwise governing, the Equity Rights Offering, including the Equity Rights Offering Procedures, subscription forms, and any other materials distributed in connection with the Equity Rights Offering, which, in each case, shall be in form and substance acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

117. "Equity Rights Offering Participants" means those Eligible Holders who duly subscribe for the shares of New Common Equity pursuant to the Equity Subscription Rights in accordance with the Equity Rights Offering Documents.

118. "Equity Rights Offering Procedures" means those certain rights offering procedures with respect to the Equity Rights Offering, as approved by the Bankruptcy Court, which shall be in form and substance acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

119. "Equity Subscription Rights" means the rights to purchase 70% of the New Common Stock sold pursuant to the Equity Rights Offering at the ERO Price Per Share.

120. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1301-1461, and the regulations promulgated thereunder.

121. "ERO Price Per Share" means the price per share of New Common Stock issued pursuant to the Equity Rights Offering, which shall be determined based on a 30% discount to Plan Equity Value.

122. "Estate" means, with respect to any Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code upon the commencement of its Chapter 11 Case.

123. "Estate Cause of Action" means any Cause of Action that any Debtor may have or be entitled to assert on behalf of its Estate or itself, whether or not asserted.

124. "Excess Liquidity" has the meaning set forth in the First Lien Exit Facilities Term Sheet; *provided* that Excess Liquidity shall be calculated to provide the Reorganized Debtors and their non-Debtor affiliates with a minimum cash balance in an aggregate amount equal to at least $75 million.

125. "Exchange Act" means the U.S. Securities Exchange Act of 1934 (as amended).

126. "Excluded Parties" means, collectively, all Entities liable for Talc Personal Injury Claims in respect of Jean Nate products or other products produced by the Debtors, other than any Debtor or any current or former officer, director, authorized agent, or employee of the Debtors. For the avoidance of doubt, (i) any insurer of the Debtors that may be liable for Talc Personal Injury Claims (to the extent of such insurer's liability for such Talc Personal Injury Claims; for the avoidance of doubt, nothing in this definition shall alter any other provision of this Plan with respect to any obligations unrelated to Talc Personal Injury Claims, if any, of any such insurers), and (ii) Bristol-Myers Squibb Company and its Affiliates shall be Excluded Parties.

127. "Exculpated Parties" means, collectively, and in each case in its capacity as such: (a) the Consenting Creditor Parties; (b) the BrandCo Agent; (c) the DIP Lenders and DIP Agents; (d) the Creditors' Committee and each of its members as of the Effective Date; (e) each Debtor and Reorganized Debtor; and (f) with respect to each of the Entities in the foregoing clauses (a) through (e), each such Entity's current and former Affiliates (regardless of whether such interests are held directly or indirectly); (g) with respect to each of the Entities in the foregoing clauses (a) through (f), each such Entity's current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (h) with respect to each of the Entities in the foregoing clauses (a) through (g), each such Entity's current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals.

128. "Executive Severance Term Sheet" means the term sheet setting forth the terms and conditions of the amended Revlon Executive Severance Pay Plan, which was provided by counsel to the Debtors to counsel to the Ad Hoc Group of BrandCo Lenders on December 19, 2022.

129. "Executory Contract" means a contract to which one or more of the Debtors is a party and that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

130. "Exit ABL Facility" means a new senior secured revolving credit facility, which shall be (a) in an aggregate principal amount and on terms to be set forth in the Exit ABL Facility Documents and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

131. "Exit ABL Facility Credit Agreement" means the credit agreement governing the Exit ABL Facility, which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

132. "Exit ABL Facility Documents" means the Exit ABL Facility Credit Agreement and any and all other agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the Exit ABL Facility, in each case which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

133. "Exit FILO Facility" means a new senior secured first-in, last out term loan facility, which shall be (a) in an aggregate principal amount and on terms to be set forth in the Exit FILO Facility Documents and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

134. "Exit FILO Facility Credit Agreement" means the credit agreement governing the Exit FILO Facility, which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

135. "Exit FILO Facility Documents" means the Exit FILO Facility Credit Agreement and any and all other agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the Exit FILO Facility, in each case which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

136. "Exit Facilities" means, collectively, (a) the First Lien Exit Facilities, consisting of the Take-Back Facility and the Incremental New Money Facility, or the Third-Party New Money Exit Facility, as applicable, (b) the Exit ABL Facility, (c) the Exit FILO Facility, and (d) the New Foreign Facility.

137. "Exit Facilities Agents" means the agent(s) under the Exit Facilities.

138. "Exit Facilities Documents" means, collectively, the First Lien Exit Facilities Documents or the Third-Party New Money Exit Facility Documents, as applicable, the

Exit ABL Facility Documents, the Exit FILO Facility Documents, and the New Foreign Facility Documents.

139. "Exit Facilities Lenders" means the lenders under the Exit Facilities.

140. "Federal Judgment Rate" means the interest rate provided under section 1961 of the Judicial Code, calculated as of the Petition Date.

141. "File," "Filed," or "Filing" means file, filed, or filing with the Bankruptcy Court, the Clerk of the Bankruptcy Court, or any of its or their authorized designees in the Chapter 11 Cases, including, with respect to a Proof of Claim, the Voting and Claims Agent.

142. "FILO ABL Claim" means any Claim on account of the "Tranche B Term Loans," as defined in the ABL Facility Credit Agreement, derived from, based upon, relating to, or arising under the ABL Facility Credit Agreement.

143. "Final DIP Order" means 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* entered by the Bankruptcy Court on August 2, 2022 [Docket No. 330].

144. "Final Order" means an order, ruling, or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the Clerk of the Bankruptcy Court on the docket in the Chapter 11 Cases (or by the clerk of such other court of competent jurisdiction on the docket of such court), which has not been reversed, stayed, modified, amended, or vacated, and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, stay, reargument, or rehearing has been timely taken or is pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order or judgment was appealed, or certiorari shall have been denied, or a new trial, stay, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Bankruptcy Rules.

145. "Financing Transactions Litigation Claims" means any Cause of Action arising out of or related to: (a) the facts and circumstances alleged in the complaint filed in *AIMCO CLO 10 Ltd et al*. v. *Revlon, Inc. et al.*, Adv. Pro. Case No. 1:22-ap-1167 (Bankr. S.D.N.Y.), including all causes of action that were or could have been alleged therein (including any claims asserted or assertable against Citibank, N.A., in its capacity as 2016 Agent) and counterclaims alleged in connection therewith; (b) the facts and circumstances alleged in the complaint filed in *UMB Bank, N.A.* v. *Revlon, Inc., et al.*, No. 1:20-cv-06352 (S.D.N.Y. 2020), including all causes of action alleged therein; (c) the 2019 Financing Transaction and/or BrandCo Financing Transaction, including: (i) the facts and circumstances related to the negotiation of and entry into the 2019 Credit Agreement and any related transactions or agreements, including any related

amendments to the 2016 Credit Agreement; (ii) the facts and circumstances related to the negotiation of and entry into the BrandCo Credit Agreement and any related transactions or agreements, including any related amendments to the 2016 Credit Agreement; (iii) the repayment of any "Obligations" (as defined in the 2016 Credit Agreement), including with borrowings under the 2019 Credit Agreement; (iv) the repayment of any "Obligations" (as defined in the 2016 Credit Agreement), including with borrowings under the BrandCo Credit Agreement; or (v) the facts and circumstances related to the negotiation of and entry into the 2020 Revolver Joinder Agreement and any related transactions or agreements; (d) the Loan Documents (as defined in the 2016 Credit Agreement, the 2019 Credit Agreement, or the BrandCo Credit Agreement), including any intercreditor agreements related thereto; or (e) any associated transactions related to the foregoing clauses (a) through (d).

146. "First Lien Exit Facilities" means the Take-Back Facility and the Incremental New Money Facility.

147. "First Lien Exit Facilities Credit Agreement" means the credit agreement governing the Take-Back Facility and the Incremental New Money Facility, which shall be (a) in the aggregate principal amount and on the terms set forth in the First Lien Exit Facilities Term Sheet, and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

148. "First Lien Exit Facilities Documents" means the First Lien Exit Facilities Credit Agreement, the First Lien Exit Facilities Term Sheet, and any and all other agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the First Lien Exit Facilities, in each case which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

149. "First Lien Exit Facilities Term Sheet" means the term sheet which sets forth the material terms of the First Lien Exit Facilities, which is attached as Exhibit C to the Restructuring Support Agreement.

150. "General Unsecured Claim" means any Talc Personal Injury Claim, Non-Qualified Pension Claim, Trade Claim, or Other General Unsecured Claim.

151. "Global Bonus Program" means the global bonus program to be approved and implemented in the Confirmation Order and otherwise adopted by the Reorganized Debtors as soon as practicable following the Effective Date (but no later than 21 days after the Effective Date, absent any ordinary course administrative delay that is not caused for purposes of circumventing this requirement by any equity holder or any member of the Reorganized Holdings Board other than the Debtors' chief executive officer), the terms of which shall be consistent with the Restructuring Support Agreement and have been agreed upon by the Debtors and the Required Consenting BrandCo Lenders, for (a) employees that will not be participants in the Enhanced Cash Incentive Program but that are currently participants in the KERP, and (b) other employees, as may be mutually agreed upon by the Debtors and the Required Consenting BrandCo Lenders

152. "Governmental Unit" means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

153. "GUC Administrator" means the person appointed to act as trustee of the GUC Trust pursuant to the terms of the GUC Trust Agreement and the Plan.

154. "GUC Settlement Amount" means Cash in an aggregate amount equal to $44 million.

155. "GUC Settlement Top Up Amount" means Cash in an aggregate amount equal to 13% of the aggregate Allowed Contract Rejection Claims in excess of $50 million.

156. "GUC Settlement Total Amount" means the GUC Settlement Amount and the GUC Settlement Top Up Amount.

157. "GUC Trust" means the trust to be established on the Effective Date in accordance with the Plan to administer General Unsecured Claims (other than Talc Personal Injury Claims) in applicable Classes that vote to accept the Plan.

158. "GUC Trust Agreement" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the GUC Trust, which shall be (a) drafted by the Creditors' Committee, (b) included in the Plan Supplement, and (c) in form and substance reasonably acceptable to the Debtors, the Required Consenting 2020 B-2 Lenders, and the Creditors' Committee.

159. "GUC Trust Assets" means, collectively, (a) the GUC Trust/PI Fund Operating Reserve to be administered by the GUC Trust for the GUC Trust and the PI Settlement Fund and allocated by the GUC Administrator and PI Claims Administrator as determined from time to time, (b) the GUC Settlement Total Amount allocable to any of Classes 9(b), (c), and/or (d) of General Unsecured Claims that vote to accept the Plan, and (c) an interest in the portion of the Retained Preference Action Net Proceeds allocable to any of Classes 9(b), (c), and/or (d) of General Unsecured Claims that vote to accept the Plan (up to 63.9% of the Retained Preference Action Net Proceeds); *provided*, *however* that, pursuant to Article IV.A.5 of the Plan, the GUC Administrator, acting for the GUC Trust and as agent for the PI Settlement Fund, shall receive as of emergence 100% of the Retained Preference Actions and prosecute or otherwise liquidate the Retained Preference Actions both on behalf of the GUC Trust and as agent for the PI Settlement Fund, and transfer, solely in the event that Class 9(a) votes to accept the Plan, 36.10% of any Retained Preference Action Net Proceeds to the PI Settlement Fund to be administered in accordance with the terms of the PI Settlement Fund Agreement; *provided further* that any portion of the Retained Preference Action Net Proceeds allocable to any Class of General Unsecured Claims that votes to reject the Plan shall be transferred to the Reorganized Debtors.

160. "GUC Trust Beneficiaries" means the Holders of Classes 9(b), 9(c), and 9(d) Claims, in each case, solely to the extent such Classes vote to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied.

161. "GUC Trust Interest" means a beneficial interest in the GUC Trust.

162. "GUC Trust/PI Fund Operating Expenses" means any and all costs, expenses, fees, taxes, disbursements, debts, or obligations incurred from the operation and administration of the GUC Trust and the PI Settlement Fund, including in connection with the prosecution or settlement of Retained Preference Actions, and all compensation, costs, and fees of the GUC Administrator, the PI Claims Administrator, and any professionals retained by the GUC Trust and/or the PI Settlement Fund.

163. "GUC Trust/PI Fund Operating Reserve" means a reserve to be established solely to pay the GUC Trust/PI Fund Operating Expenses, which reserve shall be (a) funded (i) by the Debtors or the Reorganized Debtors, as applicable, in an amount equal to $4 million (which amount may be increased by up to $1 million by the Bankruptcy Court for good cause shown by the GUC Administrator) *less* the aggregate amount of fees and expenses of members of the Creditors' Committee paid as Restructuring Expenses in excess of $500,000 and (ii) from proceeds of Retained Preference Actions recovered by the GUC Trust (on its own behalf and as agent for the PI Settlement Fund); (b) held in a segregated account and administered by the GUC Administrator for the GUC Trust and as agent for the PI Settlement Fund on and after the Effective Date, and (c) allocated as between the GUC Trust and the PI Settlement Fund by the GUC Administrator and PI Claims Administrator as determined from time to time.

164. "Hair Straightening Advisor Expenses" means the reasonable and necessary documented out-of-pocket fees (including attorneys' fees) and expenses of Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation; Andrews Myers, P.C.; Pryor Cashman LLP; and Burns Bair LLP, each as counsel and/or advisors to certain Hair Straightening Claimants, that are incurred in connection with these Chapter 11 Cases through the Effective Date, up to an aggregate amount not to exceed $1.0 million; *provided* that such fees and expenses shall not include any fees and expenses related to preparing any objections to the Plan, including discovery related thereto.

165. "Hair Straightening Bar Date" means the supplemental bar date of April 11, 2023 at 5:00 p.m., prevailing Eastern Time established for Hair Straightening Claims pursuant to the Hair Straightening Bar Date Order.

166. "Hair Straightening Bar Date Order" means the *Order (I) Establishing Supplemental Deadline for Submitting Hair Straightening Proofs of Claim, (II) Approving the Notice Thereof; and (III) Granting Related Relief* [Docket No. 1574].

167. "Hair Straightening Claim" means any Claim against the Debtors arising out of or related to the alleged use of or exposure to chemical hair straightening or relaxing products produced, manufactured, distributed, or sold by Revlon, Inc. or its affiliated Debtors, or for which Revlon, Inc. or its affiliated Debtors are or are alleged to be liable, including without limitation those hair straightening or relaxing products marketed under the brands "Crème of Nature", "African Pride," "French Perm," "Fabulaxer," "Revlon Professional," "Revlon Realistic," "Herbarich," or "All Ways Natural Relaxer" that existed, arose, or is deemed to have arisen, prior to the Petition Date, no matter how remote, contingent, unliquidated, manifested or unmanifested, that has not been settled, compromised or otherwise resolved. For the avoidance of doubt, any Claims of the Debtors' insurers shall not be considered Hair Straightening Claims.

168. "Hair Straightening Claimant" means any Holder of a Hair Straightening Claim.

169. "Hair Straightening Claims Defense Costs" means any expense directly allocable to any Hair Straightening Claim under any insurance policy (including, but not limited to expenses arising from: (i) all supplementary payments as defined under any such applicable insurance policy; (ii) all court costs, fees, and expenses; (iii) all costs, fees, and expenses incurred for or in connection with all attorneys, witnesses, experts, depositions, reported or recorded statements, summonses, service of process, legal transcripts, or testimony, copies of any public records, alternative dispute resolution proceedings, investigative services, non-employee adjusters, medical examinations, autopsies, or medical cost containment; (iv) declaratory judgment, subrogation claims and proceedings; (v) any other fees, costs, or expenses reasonably chargeable to the investigation, negotiation, settlement, or defense of any Hair Straightening Claim under any insurance policy or agreement; and (vi) any interest accrued in connection with the foregoing) that a Debtor or Reorganized Debtor is required to pay directly or to reimburse an applicable insurer for pursuant to the terms of the applicable insurance policy and any agreements, documents, or instruments relating thereto (each as construed in accordance with applicable non-bankruptcy law).

170. "Hair Straightening Deductible or SIR Obligation" has the meaning set forth in Article VIII.L.3.

171. "Hair Straightening Liquidation Action" has the meaning set forth in Article IX.A.6.

172. "Hair Straightening MDL" means the multidistrict litigation titled *In re Hair Relaxer Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 3060, currently pending in the Northern District of Illinois.

173. "Hair Straightening Proof of Claim" means a Proof of Claim evidencing a Hair Straightening Claim that is timely and properly filed in accordance with the Hair Straightening Bar Date Order or that is otherwise deemed timely and properly filed pursuant to a Final Order finding excusable neglect or a stipulation with the Debtors or Reorganized Debtors, as applicable.

174. "Holder" means an Entity holding a Claim or Interest, as applicable.

175. "Holdings" means Revlon, Inc.

176. "Impaired" means, with respect to any Class of Claims or Interests, a Class of Claims or Interests that is not Unimpaired.

177. "Incremental New Money Facility" means the new money credit facility contemplated under the Debt Commitment Letter, which shall be (a) in the aggregate principal amount and on the terms set forth in the First Lien Exit Facilities Term Sheet and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

178. "Indemnification Provisions" means each of the Debtors' indemnification provisions currently in place as of the Petition Date, whether in the Debtors' bylaws, certificates

of incorporation, other formation documents, board resolutions, or in the contracts of the current and former directors, officers, managers, employees, attorneys, other professionals, and agents of the Debtors.

179. "Intercompany Claim" means any Claim held by a Debtor or a direct or indirect subsidiary of a Debtor, other than an Intercompany DIP Facility Claim.

180. "Intercompany DIP Facility" means the postpetition superpriority junior secured debtor-in-possession intercompany credit facility provided for under the Final DIP Order.

181. "Intercompany DIP Facility Claim" means any Claim held by a BrandCo Entity derived from, based upon, relating to, or arising under the Intercompany DIP Facility.

182. "Intercompany DIP Facility Lenders" means the lenders from time to time under the Intercompany DIP Facility.

183. "Intercompany Interest" means an Interest (other than Interests in Holdings) held by a Debtor or a Debtor Affiliate.

184. "Interest" means any common stock, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit, or share in a Debtor, including all issued, unissued, authorized, or outstanding shares of capital stock of the Debtors and any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

185. "Interim Compensation Order" means the *Order Authorizing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Docket No. 259].

186. "Interim DIP Order" means the *Interim 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, (V) Scheduling A Final Hearing, and (VI) Granting Related Relief* [Docket No. 70].

187. "IRC" means the Internal Revenue Code of 1986, as amended.

188. "Judicial Code" means title 28 of the United States Code, 28 U.S.C. §§ 1-5001.

189. "KEIP" means the key employee incentive plan approved pursuant to the *Order Approving the Debtors' Key Employee Incentive Plan* [Docket No. 705].

190. "KERP" means the key employee retention plan approved pursuant to the *Order Approving the Debtors' Key Employee Retention Plan* [Docket No. 281].

191. "Lien" means a lien as defined in section 101(37) of the Bankruptcy Code.

192. "LLC Agreement" means the limited liability company agreement for Reorganized Holdings, including all exhibits, annexes, and schedules thereto, which shall be in all respects in form and substance acceptable to the Required Consenting 2020 B-2 Lenders and consistent with Article IV.G of the Plan.

193. "Management Incentive Plan" means the management incentive compensation program to be established and implemented by the Reorganized Holdings Board after the Effective Date on terms consistent with the Plan and Confirmation Order.

194. "MDL Direct Filing Order" has the meaning set forth in Article IX.A.6.

195. "MIP Award" means each grant with respect to New Common Stock awarded under the Management Incentive Plan, which shall (a) dilute the New Common Stock issued under the Plan, in connection with the Equity Rights Offering (including the New Common Stock issued in connection with the Backstop Commitment Premium) and/or upon exercise of the New Warrants and (b) have the benefit of anti-dilution protections on account of any New Common Stock issued by the Reorganized Debtors after the Effective Date, upon exercise of the New Warrants.

196. "MIP Equity Pool" means 7.5% of the New Common Stock, on a fully diluted basis, to be reserved to grant awards pursuant to the Management Incentive Plan in accordance with Article IV.N.

197. "Netting Agreement Indemnity Claims" means any and all Claims of the 2016 Agent arising from, in connection with, or with respect to any netting agreements by and among RCPC and the BrandCo Agent, on the one hand, and lender(s) party to the BrandCo Credit Agreement from time to time, on the other hand, including but not limited to those described in proofs of claim numbers 1516-1517, 1563, 1566, 1611, 1616, 1628, 1646, 1652, and 1656-1662 filed by the 2016 Agent, which, for the avoidance of doubt, shall be classified as Other General Unsecured Claims.

198. "New Boards" means, collectively, the Reorganized Holdings Board and the New Subsidiary Boards, as initially established on the Effective Date in accordance with the terms of the Plan and the applicable New Organizational Documents.

199. "New Common Stock" means the limited liability company interests in Reorganized Holdings to be issued on or after the Effective Date.

200. "New Foreign Facility" means a new foreign term loan facility entered into by certain of the Debtors' non-Debtor Affiliates, which shall be (a) in an aggregate principal amount and on terms to be set forth in the New Foreign Facility Documents and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

201. "New Foreign Facility Documents" means the credit agreement and any and all other agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, and

instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the New Foreign Facility, in each case which shall be in all respects in form and substance acceptable to the Debtors or their non-Debtor Affiliates that are party thereto, and the Required Consenting BrandCo Lenders.

202. "New Organizational Documents" means the LLC Agreement and the other organizational and governance documents for the Reorganized Debtors, including, as applicable, the certificates or articles of incorporation, certificates of formation, certificates of organization, certificates of limited partnership, certificates of conversion, limited liability company agreements, operating agreements, limited partnership agreements, stockholder or shareholder agreements, bylaws, indemnification agreements, any registration rights agreements (or equivalent governing documents of any of the foregoing), and the New Shareholders' Agreement, if applicable, in each case in form and substance acceptable to the Required Consenting 2020 B-2 Lenders and consistent with section 1123(a)(6) of the Bankruptcy Code and Article IV.G of the Plan.

203. "New Securities" means, together, the New Common Stock, the Equity Subscription Rights, and New Warrants (including any New Common Stock issued upon the exercise of the Equity Subscription Rights, and/or the exercise of the New Warrants).

204. "New Shareholders' Agreement" means that certain shareholders' agreement, if any, effective as of the Effective Date, addressing certain matters relating to New Common Stock, a form of which will be included in the Plan Supplement, if applicable, and which shall be in form and substance acceptable to the Required Consenting 2020 B-2 Lenders.

205. "New Subsidiary Boards" means, with respect to each of the Reorganized Debtors other than Reorganized Holdings, the initial board of directors, board of managers, or member, as the case may be, of each such Reorganized Debtor.

206. "New Warrant Agreement" means the warrant agreement to be entered into by Reorganized Holdings that will govern the New Warrants, the form of which shall be included in the Plan Supplement and which shall (a) be consistent with the Plan, (b) be in form and substance acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders, and, solely to the extent required under the Restructuring Support Agreement, reasonably acceptable to the Creditors' Committee, and (c) provide, without limitation: (i) that to the fullest extent permitted by applicable law, the New Warrants shall be deemed issued pursuant to Section 1145 of the Bankruptcy Code and entitled to the rights and benefits accorded to holders of securities issued pursuant to a reorganization plan pursuant to that provision; (ii) for a cashless right of exercise; (iii) customary anti-dilution provisions; (iv) no Black-Scholes or any similar protection; and (v) that amendments to terms that are customarily deemed fundamental in similar instruments shall require the consent of each holder affected thereby.

207. "New Warrants" means new 5-year warrants exercisable to purchase an aggregate number of shares of New Common Stock equal to (after giving effect to the full exercise of such warrants and the Equity Rights Offering, but subject to dilution by any New Common Stock issued in connection with any MIP Awards) 11.75% of the New Common Stock, which will be issued by Reorganized Holdings on the Effective Date pursuant to the New Warrant Agreement, with a strike price set at an enterprise value of $4 billion.

208. "Non-BrandCo Entities" means Company Entities that are not BrandCo Entities.

209. "Non-Qualified Pension Claim" means any Claim held by a former employee of the Debtors arising from any of the Debtors' nonqualified supplemental income plans or agreements, including (a) the Revlon Supplementary Retirement Plan, (b) the Revlon Pension Equalization Plan, (c) the Excess Savings Plan, (d) the Foreign Service Employees Pension Plan, or (e) any individual agreement.

210. "Non-Voting Disputed Claims" means Claims that are subject to a pending objection by the Debtors that are not entitled to vote the disputed portion of their claim pursuant to the Solicitation and Voting Procedures.

211. "OpCo Debtors" means the Debtors other than the BrandCo Entities.

212. "OpCo Term Loan Claim" means any (a) 2016 Term Loan Claim against any OpCo Debtor or (b) 2020 Term B-3 Loan Claim against any OpCo Debtor.

213. "Other General Unsecured Claim" means any Claim, other than an Administrative Claim (including any Professional Compensation Claims), a Priority Tax Claim, a DIP Claim, an Other Secured Claim, an Other Priority Claim, a FILO ABL Claim, a 2020 Term B-1 Loan Claim, a 2020 Term B-2 Loan Claim, a 2020 Term B-3 Loan Claim, a 2016 Term Loan Claim, an Unsecured Notes Claim, a Talc Personal Injury Claim, a Non-Qualified Pension Claim, a Trade Claim, a Qualified Pension Claim, a Retiree Benefit Claim, or an Intercompany Claim, and including, for the avoidance of doubt, (a) all Contract Rejection Claims, (b) Hair Straightening Claims, and (c) any indemnity Claim by contract counterparties of the Debtors related to a Talc Personal Injury Claim.

214. "Other GUC Settlement Distribution" means (a) 18.77% of (i) the GUC Settlement Amount and (ii) any Retained Preference Action Net Proceeds *plus* (b) the GUC Settlement Top Up Amount, which, in each case, shall be (x) if Class 9(d) votes to accept the Plan, allocated to Holders of Allowed Other General Unsecured Claims for distribution in accordance with the Plan or (y) if Class 9(d) votes to reject the Plan, retained by (or, with respect to any Retained Preference Action Net Proceeds, remitted to) the Reorganized Debtors.

215. "Other Priority Claim" means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

216. "Other Secured Claim" means any Secured Claim, other than an ABL DIP Facility Claim, a Term DIP Facility Claim, an Intercompany DIP Facility Claim, a 2016 Term Loan Claim, a 2020 Term B-1 Loan Claim, a 2020 Term B-2 Loan Claim, a 2020 Term B-3 Loan Claim, or a FILO ABL Claim.

217. "PBGC" means the Pension Benefit Guaranty Corporation, a wholly owned United States government corporation, and an agency of the United States created by ERISA.

218. "Pension Settlement Distribution" means 19.86% of (a) the GUC Settlement Amount and (b) any Retained Preference Action Net Proceeds, which, in each case, shall be (x) if Class 9(b) votes to accept the Plan, allocated to Holders of Allowed Non-Qualified Pension Claims for distribution in accordance with the Plan or (y) if Class 9(b) votes to reject the Plan, retained by (or, with respect to any Retained Preference Action Net Proceeds, remitted to) the Reorganized Debtors.

219. "Person" means a person as such term is defined in section 101(41) of the Bankruptcy Code.

220. "Petition Date" means June 15, 2022.

221. "PI Claims Administrator" means the person appointed to administer the PI Settlement Fund pursuant to the terms of the PI Settlement Fund Agreement, the PI Claims Distributions Procedures, and the Plan.

222. "PI Claims Distribution Procedures" means the claims distribution procedures for distributions to Holders of Talc Personal Injury Claims, to be developed by or at the direction of the Creditors' Committee, which shall be reasonably acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

223. "PI Settlement Fund" means the trust or escrow established to administer distributions from the PI Settlement Fund Assets to the Holders of Talc Personal Injury Claims, in accordance with the PI Settlement Fund Agreement, the PI Claims Distribution Procedures, and the Plan.

224. "PI Settlement Fund Agreement" means the agreement establishing and delineating the terms and conditions for the creation and operation of the PI Settlement Fund, which shall be (a) included in the Plan Supplement, and (b) in form and substance reasonably acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

225. "PI Settlement Fund Assets" means collectively (a) the PI Settlement Fund's interest in the GUC Trust/PI Fund Operating Reserve, (b) the GUC Settlement Amount allocable to Class 9(a) (Talc Personal Injury Claims), and (c) an interest in 36.10% of Retained Preference Action Net Proceeds (to be transferred to the PI Settlement Fund by the GUC Administrator as and when realized pursuant to Article IV.A.5 of the Plan), in each case, only in the event that Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied.

226. "Plan" means this joint chapter 11 plan and all exhibits, supplements, appendices, and schedules hereto, as may be altered, amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, including the Plan Supplement (as altered, amended, supplemented, or otherwise modified from time to time), which is incorporated herein by reference and made part of the Plan as if set forth herein and which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders, and, to solely the extent required under the Restructuring Support Agreement, reasonably acceptable to the Creditors' Committee and the Required Consenting 2016 Lenders.

227. "Plan Equity Value" means approximately $1.58 billion.

228. "Plan Objection Deadline" means the plan objection deadline approved by the Bankruptcy Court pursuant to the Disclosure Statement Order or as otherwise set by the Bankruptcy Court.

229. "Plan Settlement" shall have the meaning set forth in Article X.A.

230. "Plan Supplement" means the compilation of documents, term sheets setting forth the material terms of documents, and forms of documents, agreements, schedules, and exhibits to the Plan, which shall, in each case, be in form and substance consistent with the Restructuring Support Agreement (including the consent rights therein), to be Filed by the Debtors no later than seven (7) days prior to the Plan Objection Deadline or such later date as may be approved by the Bankruptcy Court, and additional documents filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement, as may be amended, modified, or supplemented from time to time. The Plan Supplement may include the following, or the material terms of the following, as applicable: (a) the New Organizational Documents for Reorganized Holdings; (b) the Schedule of Rejected Executory Contracts and Unexpired Leases; (c) the Schedule of Retained Causes of Action; (d) the identity of the initial members of the Reorganized Holdings Board; (e) the Description of Transaction Steps; (f) the First Lien Exit Facilities Credit Agreement; (g) the Exit ABL Facility Credit Agreement; (h) the Exit FILO Facility Credit Agreement; (i) the Third-Party New Money Exit Facility Credit Agreement (if any); (j) the New Warrant Agreement; (k) the identity of the GUC Administrator; (l) the PI Claims Distribution Procedures; (m) the PI Settlement Fund Agreement; (n) the identity of the PI Claims Administrator; and (o) the GUC Trust Agreement. Subject to the terms of the Restructuring Support Agreement (including the consent rights set forth therein), the Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date, and the Reorganized Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement in accordance with applicable law.

231. "Plan TEV" means $3 billion.

232. "Priority Tax Claim" means any Claim of a governmental unit of the type described in section 507(a)(8) of the Bankruptcy Code.

233. "Pro Rata" means, except as otherwise specified herein, the proportion that an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of the Allowed Claims and Disputed Claims or Allowed Interests and Disputed Interests, as applicable, in such Class; *provided* that the Pro Rata share of the Talc Personal Injury Settlement Distribution allocable to each Holder of an Allowed Talc Personal Injury Claim shall be calculated by the methodology set forth in the PI Claims Distribution Procedures.

234. "Professional" means an Entity (a) employed pursuant to a Final Order of the Bankruptcy Court in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Effective Date, pursuant to sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code, or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the

Bankruptcy Code. For the avoidance of doubt, the term "Professional" does not include the BrandCo Lender Group Advisors.

235. "Professional Compensation Claims" means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the date of Confirmation under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

236. "Professional Fee Escrow" means an account, which may be interest-bearing, funded by the Debtors with Cash prior to the Effective Date in an amount equal to the Professional Fee Escrow Amount.

237. "Professional Fee Escrow Amount" means the aggregate amount of Professional Compensation Claims and other unpaid fees and expenses that Professionals estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Effective Date, which estimates Professionals shall deliver to the Debtors as set forth in Article II.B of the Plan.

238. "Proof of Claim" means a written proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

239. "Qualified Pension Claim" means any Claim arising from any Qualified Pension Plans, including any Claims filed by the PBGC.

240. "Qualified Pension Plans" means the Debtors' qualified defined benefit plans covered by Title IV of ERISA, including (a) the Revlon Employees' Retirement Plan and (b) the Revlon-UAW Pension Plan.

241. "RCPC" means Revlon Consumer Products Corporation.

242. "Reinstate," "Reinstated," or "Reinstatement," means, with respect to any Claims or Interest, that such Claim or Interest shall be rendered Unimpaired in accordance with section 1124(2) of the Bankruptcy Code.

243. "Released Parties" means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party; *provided*, *further*, that, in each case, an Entity shall not be a Released Party if it: (a) elects to opt out of the releases, if permitted to opt out; (b) does not elect to opt into the releases, if permitted to opt in; (c) files with the Bankruptcy Court an objection to the Plan, including the releases, that is not consensually resolved before Confirmation or supports any such objection or objector; or (d) proposes or supports an Alternative Restructuring Proposal without the Debtors' consent.

244. "Releasing Parties" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor Affiliate; (d) each of the Consenting Creditor Parties; (e) the DIP Lenders; (f) the Creditors' Committee and each of its members in their capacity as such; (g) the DIP Agents; (h) the Unsecured Notes Indenture Trustee; (i) the BrandCo Agent; (j) Citibank, N.A., as the 2016 Agent; (k) the ABL Agents; (l) the Equity Commitment Parties; (m) the Exit Facilities Lenders; (n) the Exit Facilities Agents; (o) each of the

parties to Adv. Proc. No. 22-01167; (p) each Holder of Qualified Pension Claims, Retiree Benefit Claims, or Non-Voting Disputed Claims that does not elect to opt out of the releases contained in the Plan; (q) each Holder of Claims or Interests that is deemed to accept the Plan and does not elect to opt out of the releases contained in the Plan; (r) each Holder of Claims that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the releases contained in the Plan, or (iii) votes to reject the Plan and does not elect to opt out of the releases contained in the Plan; (s) each Holder of Claims that is deemed to reject the Plan but does not elect to opt out of the releases contained in the Plan; (t) each Holder of publicly traded Interests in Holdings that elects to opt in to the releases contained in the Plan; (u) with respect to each of the Entities in the foregoing clauses (a) through (t), each such Entity's current and former Affiliates (regardless of whether such interests are held directly or indirectly); (v) with respect to each of the Entities in the foregoing clauses (a) through (u), each such Entity's current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (w) with respect to each of the Entities in the foregoing clauses (a) through (v), each such Entity's current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals; *provided* that no Holder that votes to accept the Plan shall be entitled to opt out of, and each such Holder shall be deemed to opt into, the releases; *provided*, *further* that, with respect to any Holder of a Claim or Interest (other than any Holder of publicly traded Interests in Holdings) that does not elect to opt out of the releases contained in the Plan in any capacity, and with respect to any Holder of publicly traded Interests in Holdings that opts into the releases contained in the Plan in any capacity, such Holder and each Affiliate of such Holder that is also a Holder of a Claim or Interest shall be deemed to opt into the Third-Party Releases in all capacities.

245. "Reorganized Debtors" means (a) the Debtors, or any successor or assignee thereto, by merger, consolidation, reorganization, or otherwise, on or after the Effective Date and (b) to the extent not already encompassed by clause (a), Reorganized Holdings and any newly formed subsidiaries thereof, on or after the Effective Date, including the Entity or Entities in which the assets of the Estates are vested as of the Effective Date.

246. "Reorganized Holdings" means either, as determined by the Debtors, with the reasonable consent of the Required Consenting BrandCo Lenders, and set forth in the Description of Transaction Steps, (a) Holdings, as reorganized pursuant to and under the Plan, or any successor or assign thereto by merger, consolidation, reorganization, or otherwise, (b) RCPC, or any successor or assign thereto by merger, consolidation, reorganization or otherwise, or (c) a new Entity that may be formed or caused to be formed to, among other things, directly or indirectly acquire substantially all of the assets and/or equity of the Debtors and issue the New Common Stock and New Warrants to be distributed pursuant to the Plan or sold pursuant to the Equity Rights Offering.

247. "Reorganized Holdings Board" means the initial board of managers of Reorganized Holdings on and after the Effective Date, the members of which shall be set forth in the Plan Supplement.

248. "Required Consenting 2016 Lenders" has the meaning set forth in the Restructuring Support Agreement.

249. "Required Consenting 2020 B-2 Lenders" has the meaning set forth in the Restructuring Support Agreement.

250. "Required Consenting BrandCo Lenders" has the meaning set forth in the Restructuring Support Agreement.

251. "Reserved Shares" has the meaning set forth in Article IV.A.3.

252. "Restructuring Expenses" means, collectively, (a) all reasonable and documented fees (including applicable transaction fees, financing fees, completion fees, and attorneys' fees) and expenses of the BrandCo Agent and the BrandCo Lender Group Advisors, (b) reasonable and documented fees (including attorneys' fees) and expenses of the members of the Creditors' Committee, including the Unsecured Notes Indenture Trustee, incurred in connection with these Chapter 11 Cases through the Effective Date, up to an aggregate amount, with respect to this clause (b), not to exceed $1.25 million, (c) the 2016 Term Loan Agent Fees and Expenses (as defined in and solely to the extent payable in accordance with the Final DIP Order), (d) subject to the terms of the Restructuring Support Agreement, the reasonable and documented fees (including applicable transaction fees, financing fees, completion fees, and attorneys' fees) and expenses of (i) the 2016 Term Loan Lender Group Advisors, incurred through February 16, 2023, in an aggregate amount not to exceed $11 million (excluding any fees and expenses paid by the Debtors to 2016 Term Loan Lender Advisors prior to February 16, 2023) and (ii) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Ad Hoc Group of 2016 Term Loan Lenders, incurred after February 16, 2023 through the Effective Date, in an aggregate amount not to exceed $350,000 per month (with such cap prorated for any partial months during such period), solely to the extent incurred in accordance with the Restructuring Support Agreement, and (e) Hair Straightening Advisor Expenses, subject to the following conditions: (i) no Hair Straightening Claimant (either directly or through counsel) has objected to confirmation of the Plan or any matter related thereto; and (ii) no Hair Straightening Claimant (either directly or through counsel) has filed any document, made any statement (other than in furtherance of Confirmation of the Plan), or sought any discovery in or in connection with these Chapter 11 Cases since the filing of the initial Plan Supplement.

253. "Restructuring Support Agreement" means that certain Amended and Restated Chapter 11 Restructuring Support Agreement, dated as of February 21, 2023 (including all exhibits, annexes, and schedules thereto and as may be further amended, supplemented, or modified pursuant to the terms thereof), by and among the Debtors and the Consenting Creditor Parties, which is attached to the Disclosure Statement as **Exhibit B**.

254. "Restructuring Transactions" means the transactions contemplated by the Plan, the Restructuring Support Agreement, and each other Definitive Document, including without limitation the restructuring of the Debtors, the Plan Settlement, the transactions set forth in the Description of Transaction Steps and any other Plan Supplement document, and each other transaction and other action as may be necessary or appropriate to implement the foregoing on the terms set forth in the Plan and the Restructuring Support Agreement, including the issuance of the

New Securities, the incurrence of the Exit Facilities, the creation of the GUC Trust and the PI Settlement Fund (if applicable), and any other transactions as described in Article IV.B of the Plan.

255. "Retained Causes of Action" means any Estate Cause of Action that is not released, waived, or transferred by the Debtors pursuant to the Plan, including the Retained Preference Actions, and the claims and Causes of Action set forth in the Schedule of Retained Causes of Action.

256. "Retained Preference Action" means any Estate Cause of Action arising under section 547 of the Bankruptcy Code, and any recovery action related thereto under section 550 of the Bankruptcy Code, against a vendor of the Debtors (other than any critical vendor reasonably designated by the Debtors or the Reorganized Debtors).

257. "Retained Preference Action Net Proceeds" means the Cash proceeds of any Retained Preference Action recovered by the GUC Trust (on its own behalf and as agent for the PI Settlement Fund) *less* any amounts required to fund GUC Trust/PI Fund Operating Expenses.

258. "Retiree Benefit Claim" means any Claim on account of retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code).

259. "Schedule of Rejected Executory Contracts and Unexpired Leases" means the schedule (as may be amended) of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be rejected by the Debtors pursuant to the provisions of Article VII of the Plan, and which shall be included in the Plan Supplement, and which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

260. "Schedule of Retained Causes of Action" means a schedule of Causes of Action of the Debtors to be retained under the Plan, which shall be included in the Plan Supplement, and which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

261. "Schedules" means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, as may be amended, modified, or supplemented from time to time.

262. "SEC" means the Securities and Exchange Commission.

263. "Secured" means, with respect to a Claim, (a) secured by a Lien on property in which any of the Debtors has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Final Order of the Bankruptcy Court, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the interest of the Holder of such Claim in the Debtors' interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) and any other applicable provision of the Bankruptcy Code, or (b) Allowed, pursuant to the Plan or a Final Order of the Bankruptcy Court, as a secured Claim.

264. "Securities Act" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, as amended, together with the rules and regulations promulgated thereunder.

265. "Settled Claims" means those certain Causes of Action to be settled in connection with the Plan in accordance with the Plan, and to be released pursuant to the Plan, which Causes of Action shall include, without limitation, (a) the Financing Transactions Litigation Claims, (b) any Cause of Action against the 2016 Agent related to, with respect to or arising from the Debtors, the Chapter 11 Cases or the 2016 Credit Agreement, and (c) any and all Causes of Action, whether direct or derivative, related to, arising from, or asserted or assertable in the Settled Litigation. For the avoidance of doubt, Settled Claims shall not include any Intercompany Claims or Intercompany Interests that the Debtors elect to Reinstate in accordance with the Plan.

266. "Settled Litigation" means: (a) any challenge to the amount, validity, perfection, enforceability, priority, or extent of, or seeking avoidance, disallowance, subordination, or recharacterization of, any portion of any Claim of, or security interest or continuing lien granted to or for the benefit of, any Holder of a 2020 Term Loan Claim or BrandCo Agent; (b) 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 against Citibank, N.A., in its capacity as 2016 Agent, or any Holder of a 2020 Term Loan Claim, BrandCo Agent or BrandCo Entity; (c) any other Challenge (as defined in the Final DIP Order) against Citibank, N.A., in its capacity as 2016 Agent, or any Holder of a 2020 Term Loan Claim or BrandCo Agent or any Claims or liens thereof; or (d) any other Financing Transactions Litigation Claims.

267. "SISO ABL DIP Facility Agent" means Crystal Financial LLC, d/b/a SLR Credit Solutions, in its capacity as SISO Term Loan Agent (as defined in the ABL DIP Facility Credit Agreement) under the ABL DIP Facility Credit Agreement, or any successor agent as permitted by the terms set forth in the ABL DIP Facility Credit Agreement

268. "Solicitation Materials" means all documents, forms, and other materials distributed in connection with the solicitation of votes on the Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code, including, without limitation, the Disclosure Statement, the forms of ballots with respect to votes on the Plan, and the opt-out and opt-in forms with respect to the Third-Party Releases, as applicable, which, in each case, shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting BrandCo Lenders, and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee.

269. "Solicitation and Voting Procedures" means the Solicitation and Voting Procedures attached to the Disclosure Statement Order as Exhibit 1.

270. "Subordinated Claim" means any Claim against any Debtor that is subordinated under section 510 of the Bankruptcy Code.

271. "Take-Back Facility" means a take-back term loan facility, which shall be (a) in the aggregate principal amount and on the terms set forth in the First Lien Exit Facilities Term Sheet and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

272. "Take-Back Term Loans" means the term loans to be issued under the Take-Back Facility.

273. "Talc Personal Injury Claim" means any Claim relating to alleged bodily injury, death, sickness, disease, or alleged disease process, emotional distress, fear of cancer, medical monitoring, or any other alleged personal injuries (whether physical, emotional, or otherwise) directly or indirectly arising out of or relating to the presence of or exposure to talc or talc-containing products manufactured, sold, and/or distributed by the Debtors based on the alleged pre-Effective Date acts or omissions of the Debtors or any other Entity for whose conduct the Debtors have or are alleged to have liability, but excluding any common law or contractual indemnification, contribution, and/or reimbursement Claim arising out of or related to the subject matter of, or the transactions or events giving rise to, any claim related to a personal injury claim brought against or that could have been brought against any of the Debtors by a commercial counterparty of the Debtors, which, for the avoidance of doubt, shall be classified as Other General Unsecured Claims. For the avoidance of doubt, any Claims of the Debtors' insurers shall not be considered Talc Personal Injury Claims.

274. "Talc Personal Injury Settlement Distribution" means 36.10% of (a) the GUC Settlement Amount and (b) any Retained Preference Action Net Proceeds, which, in each case, shall be (x) if Class 9(a) votes to accept the Plan, allocated to Holders of Allowed Talc Personal Injury Claims for distribution in accordance with the PI Claims Distribution Procedures or (y) if Class 9(a) votes to reject the Plan, retained by (or, with respect to any Retained Preference Action Net Proceeds, remitted to) the Reorganized Debtors.

275. "Term DIP Facility" means the postpetition term loan financing facility provided for under the Term DIP Facility Credit Agreement and the Final DIP Order.

276. "Term DIP Facility Agent" means Jefferies Finance LLC, in its capacity as administrative agent and collateral agent under the Term DIP Facility Credit Agreement and Wilmington Trust, National Association, in its capacity as sub-agent for and on behalf of the collateral agent under the Term DIP Facility Credit Agreement, or any successor administrative agent or collateral agent as permitted by the terms set forth in the Term DIP Facility Credit Agreement.

277. "Term DIP Facility Claim" means any Claim on account of the Term DIP Facility derived from, based upon, relating to, or arising under the Term DIP Facility Credit Agreement.

278. "Term DIP Facility Credit Agreement" means the Super-Priority Senior Secured Debtor-in-Possession Term Loan Credit Agreement, dated as of June 17, 2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among RCPC, Holdings, the Term DIP Facility Agent, and the other lending institutions party thereto from time to time.

279. "Term DIP Facility Lenders" means the lenders from time to time under the Term DIP Facility.

280. "Termination Notice" has the meaning set forth in the Restructuring Support Agreement.

281. "Third-Party New Money Exit Facility" means, if any, a third-party new money credit facility entered into in lieu of the entire (and not merely a portion of the) First Lien Exit Facilities (including to provide for payment in Cash of the Debt Commitment Premium in accordance with the Debt Commitment Letter), which shall be in an aggregate principal amount, on terms, provided by initial lenders, and in all respects in form and substance, in each case, acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

282. "Third-Party New Money Exit Facility Documents" means, if any, any and all agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the Third-Party New Money Exit Facility, which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

283. "Third-Party Releases" means the releases provided by the Releasing Parties, other than the Debtors and Reorganized Debtors, set forth in Article X.E of the Plan.

284. "Trade Claim" means any Claim for the provision of goods and services to the Debtors held by a trade creditor, service provider, or other vendor, including, without limitation, those creditors described in the *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* [Docket No. 9], or such Entity's successor in interest (through sale of such Claim or otherwise), but excluding any Contract Rejection Claims.

285. "Trade Settlement Distribution" means 25.27% of (a) the GUC Settlement Amount and (b) any Retained Preference Action Net Proceeds, which, in each case, shall be (x) if Class 9(c) votes to accept the Plan, allocated to Holders of Allowed Trade Claims for distribution in accordance with the Plan or (y) if Class 9(c) votes to reject the Plan, retained by (or, with respect to any Retained Preference Action Net Proceeds, remitted to) the Reorganized Debtors.

286. "Unexpired Lease" means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

287. "Unimpaired" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

288. "Unsecured" means, with respect to a Claim, a Claim or any portion thereof that is not Secured.

289. "Unsecured Notes" means the 6.25% Senior Notes due 2024 issued by RCPC under the Unsecured Notes Indenture.

290. "Unsecured Notes Claim" means any Claim on account of the Unsecured Notes derived from, based upon, relating to, or arising under the Unsecured Notes Indenture.

291. "Unsecured Notes Claims Allowed Amount" means an amount equal to (a) the aggregate outstanding principal amount of the Unsecured Notes as of the Petition Date of $431,300,000 *plus* (b) all accrued and unpaid interest on the Unsecured Notes as of the Petition Date in the amount of $10,108,594.

292. "Unsecured Notes Indenture" means that certain Indenture, dated as of August 4, 2016 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among RCPC, as issuer, the guarantors party thereto, and the Unsecured Notes Indenture Trustee.

293. "Unsecured Notes Indenture Trustee" means U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, in its capacity as indenture trustee under the Unsecured Notes Indenture, or any successor indenture trustee as permitted by the terms set forth in the Unsecured Notes Indenture.

294. "Unsecured Notes Settlement Distribution" means the New Warrants.

295. "Unsubscribed Shares" has the meaning set forth in Article IV.A.3 of the Plan.

296. "U.S. Trustee" means the United States Trustee for the Southern District of New York.

297. "Voting and Claims Agent" means Kroll Restructuring Administration, LLC in its capacity as the claims, noticing, and solicitation agent in the Chapter 11 Cases for the Debtors and any successors appointed by an order of the Bankruptcy Court.

298. "Wage Distributions" has the meaning set forth in Article V.C.

299. "Wages Motion" means the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief* [Docket No. 8].

300. "Workers' Compensation Claim" means a Cause of Action held by an employee of the Debtors for workers' compensation coverage under the workers' compensation program applicable in the particular state in which the employee is employed by the Debtors.

301. "Zurich" means Zurich American Insurance Company, American Zurich Insurance Company, Zurich Insurance Ltd, and any of their affiliates which have issued insurance policies to any of the Debtors, and any third party administrators with respect to such insurance policies that have been issued by the foregoing entities, and any respective predecessors and/or affiliates.

302. "Zurich Insurance Contract" means all insurance policies that have been issued by Zurich and provide coverage at any time to any of the Debtors (or any of their predecessors), and all agreements, documents, or instruments relating thereto.

B. Rules of Interpretation

For purposes of the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be in that form or substantially on those terms and conditions; (3) any reference herein to an existing document, schedule or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with the Plan; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and assigns; (5) unless otherwise specified, all references herein to "Articles" and "Sections" are references to Articles and Sections, respectively, hereof; (6) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (7) any effectuating provisions may be interpreted by the Reorganized Debtors in a manner that is consistent with the overall purpose and intent of the Plan all without further Bankruptcy Court order, subject to the reasonable consent of the Required Consenting BrandCo Lenders, and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders, and such interpretation shall be binding; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (9) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (10) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (11) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (12) any term used in capitalized form in the Plan that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (13) unless otherwise specified herein, whenever the words "include," "includes," or "including" are used in the Plan, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import; (14) unless otherwise specified herein, references from or through any date mean from and including or through and including; and (15) any references herein to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter.

C. Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If any payment, distribution, act, or deadline under the Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of

such act, or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, and any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided*, *however*, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state or jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

E. Reference to Monetary Figures

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

F. Reference to the Debtors or the Reorganized Debtors

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

G. Controlling Document

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan (without reference to the Plan Supplement) and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

Notwithstanding anything herein to the contrary, any and all consultation, information, notice and consent rights of the Consenting Creditor Parties (in any capacity) set forth in the Restructuring Support Agreement or any Definitive Document with respect to the form and substance of any Definitive Document, and any consents, waivers or other deviations under or from any such documents pursuant to such rights, shall be incorporated herein by this reference and shall be fully enforceable as if stated in full herein.

ARTICLE II.

ADMINISTRATIVE CLAIMS AND OTHER UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III.

A. Administrative Claims

Except with respect to Administrative Claims that are Professional Compensation Claims, and except to the extent that a Holder of an Allowed Administrative Claim and the Debtor against which such Allowed Administrative Claim is asserted (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) agree to less favorable treatment for such Holder, each Holder of an Allowed Administrative Claim, other than an Allowed Professional Compensation Claim, shall be paid in full in Cash in full and final satisfaction, compromise, settlement, release, and discharge of such Administrative Claim on (a) the later of: (i) on or as soon as reasonably practicable after the Effective Date if such Administrative Claim is Allowed as of the Effective Date; (ii) on or as soon as reasonably practicable after the date such Administrative Claim is Allowed; (iii) the date such Allowed Administrative Claim becomes due and payable, or as soon thereafter as is practicable or (b) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court, as applicable; *provided*, *however*, that Allowed Administrative Claims that arise in the ordinary course of the Debtors' business shall be paid in the ordinary course of business (or as otherwise approved by the Bankruptcy Court) in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions.

A notice setting forth the Administrative Claims Bar Date will be Filed on the Bankruptcy Court's docket and served with the notice of entry of the Confirmation Order and shall be available by downloading such notice from the website of the Debtors' claims and noticing agent at https://cases.ra.kroll.com/Revlon or the Bankruptcy Court's website at http://www.nysb.uscourts.gov. No other notice of the Administrative Claims Bar Date will be provided. Except as otherwise provided in this Article II.A and Article II.B of the Plan, requests for payment of Administrative Claims that accrued on or before the Effective Date (other than Professional Compensation Claims) must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Claims Bar Date. **Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or the Reorganized Debtors or their respective property or Estates and such Administrative Claims shall be deemed discharged as of the Effective Date. If for any reason any such Administrative Claim is incapable of being forever barred and discharged, then the Holder of such Claim shall not have recourse to any property of the Reorganized Debtors to be distributed pursuant to the Plan.** Objections to such requests for payment of an Administrative Claim, if any, must be Filed and served on the Reorganized Debtors and the requesting party no later than the Claims Objection Deadline.

B. Professional Compensation Claims

1. Professional Fee Escrow Account

As soon as reasonably practicable after the Confirmation Date, and no later than one (1) Business Day prior to the Effective Date, the Debtors shall establish the Professional Fee Escrow. On the Effective Date, the Debtors shall fund the Professional Fee Escrow with Cash in the amount of the aggregate Professional Fee Escrow Amount for all Professionals. The Professional Fee Escrow shall be maintained in trust for the Professionals and for no other Entities until all Allowed Professional Compensation Claims have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, Claims, or interests shall encumber the Professional Fee Escrow or Cash held on account of the Professional Fee Escrow in any way. Such funds shall not be considered property of the Estates, the Debtors, or the Reorganized Debtors, subject to the release of Cash to the Reorganized Debtors from the Professional Fee Escrow in accordance with Article II.B.2 herein; *provided*, *however*, that the Reorganized Debtors shall have a reversionary interest in the excess, if any, of the amount of the Professional Fee Escrow over the aggregate amount of Allowed Professional Compensation Claims of the Professionals to be paid from the Professional Fee Escrow. When such Allowed Professional Compensation Claims have been paid in full, any remaining amount in the Professional Fee Escrow shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court.

2. Final Fee Applications and Payment of Professional Compensation Claims

All final requests for payment of Professional Compensation Claims shall be Filed no later than the first Business Day that is forty-five (45) calendar days after the Effective Date. Such requests shall be Filed with the Bankruptcy Court and served as required by the Interim Compensation Order and the Case Management Procedures, as applicable. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any applicable Bankruptcy Court orders, the Allowed amounts of such Professional Compensation Claims shall be determined by the Bankruptcy Court. The Allowed amount of Professional Compensation Claims owing to the Professionals, after taking into account any prior payments to and retainers held by such Professionals, shall be paid in full in Cash to such Professionals from funds held in the Professional Fee Escrow as soon as reasonably practicable following the date when such Claims are Allowed by a Final Order. To the extent that funds held in the Professional Fee Escrow are unable to satisfy the Allowed amount of Professional Compensation Claims owing to the Professionals, each Professional shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied by the Reorganized Debtors in the ordinary course of business in accordance with Article II.B.2 of the Plan and notwithstanding any obligation to File Proofs of Claim or requests for payment on or before the Administrative Claims Bar Date. After all Professional Compensation Claims have been paid in full, the escrow agent shall promptly return any excess amounts held in the Professional Fee Escrow, if any, to the Reorganized Debtors, without any further action or Order of the Bankruptcy Court.

3. Professional Fee Escrow Amount

The Professionals shall estimate their Professional Compensation Claims before and as of the Effective Date, taking into account any prior payments, and shall deliver such estimate to the Debtors no later than five (5) Business Days prior to the anticipated Effective Date; *provided*, *however*, that such estimate shall not be considered an admission or representation with respect to the fees and expenses of such Professional that are the subject of a Professional's final request for payment of Professional Compensation Claims Filed with the Bankruptcy Court and such Professionals are not bound to any extent by such estimates. If a Professional does not provide an estimate, the Debtors may estimate a reasonable amount of unbilled fees and expenses of such Professional, taking into account any prior payments; *provided*, *however*, that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional that are the subject of a Professional's final request for payment of Professional Compensation Claims Filed with the Bankruptcy Court and such Professionals are not bound to any extent by such estimates. The total amount so estimated shall be utilized by the Debtors to determine the Professional Fee Escrow Amount.

4. Post-Confirmation Date Fees and Expenses

From and after the Confirmation Date, the Debtors or Reorganized Debtors, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the legal, professional, or other fees and expenses of Professionals that have been formally retained in accordance with sections 327, 363, or 1103 of the Bankruptcy Code before the Confirmation Date. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, nothing in the foregoing or otherwise in the Plan shall modify or affect the Debtors' obligations under the Final DIP Order, including in respect of the Approved Budget (as defined in the Final DIP Order), prior to the Effective Date.

C. Priority Tax Claims

On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtor against which such Allowed Priority Tax Claim is asserted (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) agree to less favorable treatment for such Holder, in exchange for and in full and final satisfaction, compromise, settlement, release, and discharge of each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim due and payable on or before the Effective Date shall receive, in the discretion of the applicable Debtor (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting BrandCo Lenders) or Reorganized Debtor, one of the following treatments: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim, *plus* interest at the rate determined under applicable nonbankruptcy law and to the extent provided for by section 511 of the Bankruptcy Code, payable on or as soon as practicable following the Effective Date; (2) Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over

a period of time not to exceed five (5) years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, plus interest at the rate determined under applicable nonbankruptcy law and to the extent provided for by section 511 of the Bankruptcy Code; or (3) such other treatment as may be agreed upon by such Holder and the Debtors, or otherwise determined by an order of the Bankruptcy Court.

D. ABL DIP Facility Claims

Except to the extent that the Debtors (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) and a Holder of an Allowed ABL DIP Facility Claim agree to a less favorable treatment, each Allowed ABL DIP Facility Claim, as well as any other fees, interest, or other obligations owing to third parties under the ABL DIP Facility Credit Agreement and/or the DIP Orders, shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, payment in full in Cash by the Debtors on the Effective Date, or as reasonably practicable thereafter, in accordance with the terms of the ABL DIP Facility Credit Agreement and the DIP Orders, and contemporaneously with the foregoing payment, the ABL DIP Facility shall be deemed canceled (other than with respect to ABL DIP Facility Claims constituting contingent obligations of the Debtors that are not yet due and payable), all Liens on property of the Debtors and the Reorganized Debtors arising out of or related to the ABL DIP Facility shall automatically terminate, and all collateral subject to such Liens shall be automatically released, in each case without further action by the ABL DIP Facility Agent or the ABL DIP Facility Lenders and all guarantees of the Debtors and Reorganized Debtors arising out of or related to the ABL DIP Facility Claims (other than any ABL DIP Facility Claims constituting contingent obligations of the Debtors that are not yet due and payable) shall be automatically discharged and released, in each case without further action by the ABL DIP Facility Agent or the ABL DIP Facility Lenders pursuant to the terms of the ABL DIP Facility. The ABL DIP Facility Agent and the ABL DIP Facility Lenders shall take all actions to effectuate and confirm such termination, release, and discharge as reasonably requested by the Debtors or the Reorganized Debtors. From and after entry of the Confirmation Order, the Debtors or Reorganized Debtors, as applicable, shall, without any further notice to or action, order or approval of the Bankruptcy Court or any other party, pay in Cash the legal, professional and other fees and expenses of the ABL DIP Facility Agent and the SISO ABL DIP Facility Agent in accordance with the Final DIP Order, but without any requirement that the professionals of the ABL DIP Facility Agent or SISO Term Loan Agent comply with the review procedures set forth therein.

E. Term DIP Facility Claims

Except to the extent that the Debtors (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) and a Holder of an Allowed Term DIP Facility Claim agree to a less favorable treatment, each Allowed Term DIP Facility Claim, as well as any other fees, interest, or other obligations owing to third parties under the Term DIP Facility Credit Agreement and/or the DIP Orders, shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, payment in full in Cash by the Debtors on the Effective Date, in accordance with the terms of the Term DIP Facility Credit Agreement and the DIP Orders, and contemporaneously with the foregoing payment, the Term DIP Facility shall be deemed canceled (other than with respect to Term DIP Facility Claims constituting contingent obligations of the Debtors that are not yet due and payable), all Liens on

property of the Loan Parties (as defined in the Term DIP Facility Credit Agreement) arising out of or related to the Term DIP Facility shall automatically terminate, and all collateral subject to such Liens shall be automatically released, in each case without further action by the Term DIP Facility Agent or the Term DIP Facility Lenders and all guarantees of the Guarantors (as defined in the Term DIP Facility Credit Agreement) arising out of or related to the Term DIP Facility Claims (other than any Term DIP Facility Claims constituting contingent obligations of the Debtors that are not yet due and payable) shall be automatically discharged and released, in each case without further action by the Term DIP Facility Agent or the Term DIP Facility Lenders pursuant to the terms of the Term DIP Facility. The Term DIP Facility Agent and the Term DIP Facility Lenders shall take all actions to effectuate and confirm such termination, release, and discharge as reasonably requested by the Loan Parties (as defined in the Term Dip Facility Credit Agreement). From and after entry of the Confirmation Order, the Debtors or Reorganized Debtors, as applicable, shall, without any further notice to or action, order, or approval of the Bankruptcy Court or any other party, pay in Cash the legal, professional, and other fees and expenses of the Term DIP Facility Agent and the Ad Hoc Group of BrandCo Lenders in accordance with the Final DIP Order, but without any requirement that the professionals of the Term DIP Facility Agent or Ad Hoc Group of BrandCo Lenders comply with the review procedures set forth therein.

F. Intercompany DIP Facility Claims

On the Effective Date, the Intercompany DIP Facility Claims shall be satisfied pursuant to the distributions provided under the Plan on account of Claims against the BrandCo Entities.

On the Effective Date, the Intercompany DIP Facility shall be deemed canceled, all Liens on property of the Debtors and the Reorganized Debtors arising out of or related to the Intercompany DIP Facility shall automatically terminate, and all collateral subject to such Liens shall be automatically released, in each case without further action by the Intercompany DIP Facility Lenders, and all guarantees of the Debtors and Reorganized Debtors arising out of or related to the Intercompany DIP Facility shall be automatically discharged and released, in each case without further action by the Intercompany DIP Facility Lenders pursuant to the terms of the Intercompany DIP Facility.

G. Statutory Fees

Notwithstanding anything to the contrary contained herein, subject to Article XIV.M, on the Effective Date, the Debtors shall pay, in full in Cash, any fees due and owing to the U.S. Trustee at the time of Confirmation. Thereafter, subject to Article XIV.M, each applicable Reorganized Debtor shall pay all U.S. Trustee fees due and owing under section 1930 of the Judicial Code in the ordinary course until the earlier of (1) the entry of a final decree closing the applicable Reorganized Debtor's Chapter 11 Case, or (2) the Bankruptcy Court enters an order converting or dismissing the applicable Reorganized Debtor's Chapter 11 Case. Any deadline for filing Administrative Claims or Professional Compensation Claims shall not apply to U.S. Trustee fees.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

Pursuant to sections 1122 and 1123 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Interests. All Claims and Interests, except for Claims addressed in Article II of the Plan, are classified in the Classes set forth in this Article III. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim against a Debtor also is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and has not been paid, released, or otherwise satisfied before the Effective Date. With respect to the treatment of all Claims and Interests as forth in Article III.C hereof, the consent rights of the Required Consenting BrandCo Lenders to settle or otherwise compromise Claims are as set forth in the Restructuring Support Agreement.

B. Summary of Classification

The classification of Claims and Interests against each Debtor (as applicable) pursuant to the Plan is as set forth below. The Plan shall apply as a separate Plan for each of the Debtors, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes, and such Classes shall be treated as set forth in Article III.H hereof.

The following chart summarizes the classification of Claims and Interests pursuant to the Plan:[2]

Class	Claim/Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
3	FILO ABL Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
4	OpCo Term Loan Claims	Impaired	Entitled to Vote

[2] The information in the table is provided in summary form and is qualified in its entirety by Article III.C hereof.

5	2020 Term B-1 Loan Claims	Impaired	Entitled to Vote
6	2020 Term B-2 Loan Claims	Impaired	Entitled to Vote
7	BrandCo Third Lien Guaranty Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
8	Unsecured Notes Claims	Impaired	Entitled to Vote
9(a)	Talc Personal Injury Claims	Impaired	Entitled to Vote
9(b)	Non-Qualified Pension Claims	Impaired	Entitled to Vote
9(c)	Trade Claims	Impaired	Entitled to Vote
9(d)	Other General Unsecured Claims	Impaired	Entitled to Vote
10	Subordinated Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
11	Intercompany Claims and Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
12	Interests in Holdings	Impaired	Not Entitled to Vote (Deemed to Reject)

C. Treatment of Claims and Interests

Subject to Article VIII of the Plan, to the extent a Class contains Allowed Claims or Interests with respect to a particular Debtor, each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Debtors or the Reorganized Debtors and the Holder of such Allowed Claim or Allowed Interest, as applicable.

1. Class 1 – Other Secured Claims

(a) *Classification*: Class 1 consists of all Other Secured Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an

Allowed Other Secured Claim and the Debtor against which such Allowed Other Secured Claim is asserted agree to less favorable treatment for such Holder, each Holder of an Allowed Other Secured Claim shall receive, at the option of the Debtor against which such Allowed Other Secured Claim is asserted (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders), in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, either:

(i) payment in full in Cash;

(ii) delivery of the collateral securing such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code;

(iii) Reinstatement of such Claim; or

(iv) such other treatment rendering such Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

(c) *Voting*: Class 1 is Unimpaired under the Plan. Each Holder of a Class 1 Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of a Class 1 Other Secured Claim is not entitled to vote to accept or reject the Plan.

2. Class 2 – Other Priority Claims

(a) *Classification*: Class 2 consists of all Other Priority Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Priority Claim and the Debtor against which such Allowed Other Priority Claim is asserted (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) agree to less favorable treatment for such Holder, each Holder of an Allowed Other Priority Claim shall receive, at the option of the Debtor against which such Allowed Other Priority Claim is asserted (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders), in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, either:

(i) payment in full in Cash; or

(ii) such other treatment rendering such Allowed Other Priority Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

(c) *Voting*: Class 2 is Unimpaired under the Plan. Each Holder of a Class 2 Other Priority Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of a Class 2 Other Priority Claim is not entitled to vote to accept or reject the Plan.

3. Class 3 – FILO ABL Claims

(a) *Classification*: Class 3 consists of all FILO ABL Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed FILO ABL Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, payment in full in Cash.

(c) *Voting*: Class 3 is Unimpaired under the Plan. Each Holder of a Class 3 FILO ABL Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of a Class 3 FILO ABL Claim is not entitled to vote to accept or reject the Plan.

4. Class 4 – OpCo Term Loan Claims

(a) *Classification*: Class 4 consists of all OpCo Term Loan Claims.

(b) *Allowance*: On the Effective Date, the OpCo Term Loan Claims shall be Allowed as follows:

(i) the 2016 Term Loan Claims against the OpCo Debtors shall be Allowed in the aggregate amount of the 2016 Term Loan Claims Allowed Amount; and

(ii) the 2020 Term B-3 Loan Claims against the OpCo Debtors shall be Allowed in the aggregate amount of the 2020 Term B-3 Loan Claims Allowed Amount.

(c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed OpCo Term Loan Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, (i) such Holder's Pro Rata share (determined based on such Holder's Non-Class 4 Equity Electing Claims as a percentage of all Non-Class 4 Equity Electing Claims) of Cash in the amount of $56 million or (ii) if such Holder makes or is deemed to make the Class 4 Equity Election,

such Holder's Pro Rata share (determined based on such Holder's Class 4 Equity Electing Claims as a percentage of all Class 4 Equity Electing Claims) of the Class 4 Equity Distribution.

(d) *Voting*: Class 4 is Impaired under the Plan. Therefore, each Holder of a Class 4 OpCo Term Loan Claim is entitled to vote to accept or reject the Plan.

5. Class 5 – 2020 Term B-1 Loan Claims

(a) *Classification*: Class 5 consists of all 2020 Term B-1 Loan Claims.

(b) *Allowance*: The 2020 Term B-1 Loan Claims shall be Allowed in the aggregate amount of the 2020 Term B-1 Loan Claims Allowed Amount.

(c) *Treatment*: On the Effective Date, each Holder of an Allowed 2020 Term B-1 Loan Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, either (i) a principal amount of Take-Back Term Loans equal to such Holder's Allowed 2020 Term B-1 Loan Claim or (ii) an amount of Cash equal to the principal amount of Take-Back Term Loans that otherwise would have been distributable to such Holder under clause (i).

(d) *Voting*: Class 5 is Impaired under the Plan. Therefore, each Holder of a Class 5 2020 Term B-1 Loan Claim is entitled to vote to accept or reject the Plan.

6. Class 6 – 2020 Term B-2 Loan Claims

(a) *Classification*: Class 6 consists of all 2020 Term B-2 Loan Claims.

(b) *Allowance*: The 2020 Term B-2 Loan Claims shall be Allowed in the aggregate amount of the 2020 Term B-2 Loan Claims Allowed Amount.

(c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed 2020 Term B-2 Loan Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share of the Class 6 Equity Distribution.

(d) *Voting*: Class 6 is Impaired under the Plan. Therefore, each Holder of a Class 6 2020 Term B-2 Loan Claim is entitled to vote to accept or reject the Plan.

7. Class 7 – BrandCo Third Lien Guaranty Claims

(a) *Classification*: Class 7 consists of all BrandCo Third Lien Guaranty Claims.

(b) *Allowance*: The BrandCo Third Lien Guaranty Claims shall be Allowed in the aggregate amount of the 2020 Term B-3 Loan Claims Allowed Amount.

(c) *Treatment*: Holders of BrandCo Third Lien Guaranty Claims shall receive no recovery or distribution on account of such Claims. On the Effective Date all BrandCo Third Lien Guaranty Claims will be canceled, released, extinguished, and discharged, and will be of no further force or effect.

(d) *Voting*: Class 7 is Impaired under the Plan. Each Holder of a Class 7 BrandCo Third Lien Guaranty Claim is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of a Class 7 BrandCo Third Lien Guaranty Claim is not entitled to vote to accept or reject the Plan.

8. Class 8 – Unsecured Notes Claims

(a) *Classification*: Class 8 consists of all Unsecured Notes Claims.

(b) *Allowance*: The Unsecured Notes Claims shall be Allowed in the aggregate amount of the Unsecured Notes Claims Allowed Amount.

(c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Unsecured Notes Claim shall receive:

(i) if Class 8 votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share of the Unsecured Notes Settlement Distribution; or

(ii) if Class 8 votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Unsecured Notes Claims shall be canceled, released, extinguished, and discharged, and of no further force or effect; *provided* that each Consenting Unsecured Noteholder shall receive such Holder's Consenting Unsecured Noteholder Recovery; *provided, further* that if the Bankruptcy Court finds that such Consenting Unsecured Noteholder Recovery is improper, there shall be no such distribution to Consenting Unsecured Noteholders under the Plan.

(d) *Voting*: Class 8 is Impaired under the Plan. Therefore, each Holder of a Class 8 Unsecured Notes Claim is entitled to vote to accept or reject the Plan.

9. Class 9(a) – Talc Personal Injury Claims

(a) *Classification*: Class 9(a) consists of all Talc Personal Injury Claims.

(b) *Treatment*: As soon as reasonably practicable after the Effective Date in accordance with the PI Claims Distribution Procedures, each Holder of an Allowed Talc Personal Injury Claim shall receive:

(i) if Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share (as determined in accordance with the PI Claims Distribution Procedures) of the Talc Personal Injury Settlement Distribution distributable from the PI Settlement Fund; or

(ii) if Class 9(a) votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Talc Personal Injury Claims shall be canceled, released, extinguished, and discharged, and of no further force or effect.

(c) *Voting*: Class 9(a) is Impaired under the Plan. Therefore, each Holder of a Class 9(a) Talc Personal Injury Claim is entitled to vote to accept or reject the Plan.

10. Class 9(b) – Non-Qualified Pension Claims

(a) *Classification*: Class 9(b) consists of all Non-Qualified Pension Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Non-Qualified Pension Claim shall receive:

(i) if Class 9(b) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share of the Pension Settlement Distribution; or

(ii) if Class 9(b) votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Non-Qualified Pension Claims shall be canceled, released, extinguished, and discharged and of no further force or effect.

(c) *Voting*: Class 9(b) is Impaired under the Plan. Therefore, each Holder of a Class 9(b) Non-Qualified Pension Claim is entitled to vote to accept or reject the Plan.

11. Class 9(c) – Trade Claims

(a) *Classification*: Class 9(c) consists of all Trade Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Trade Claim shall receive:

(i) if Class 9(c) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share of the Trade Settlement Distribution; or

(ii) if Class 9(c) votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Trade Claims shall be canceled, released, extinguished, and discharged, and of no further force or effect.

(c) *Voting*: Class 9(c) is Impaired under the Plan. Therefore, each Holder of a Class 9(c) Trade Claim is entitled to vote to accept or reject the Plan.

12. Class 9(d) – Other General Unsecured Claims

(a) *Classification*: Class 9(d) consists of all Other General Unsecured Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Other General Unsecured Claim shall receive:

(i) if Class 9(d) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and

discharge of such Claim, such Holder's Pro Rata share of the Other GUC Settlement Distribution; or

(ii) if Class 9(d) votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Other General Unsecured Claims shall be canceled, released, extinguished, and discharged, and of no further force or effect.

(c) *Voting*: Class 9(d) is Impaired under the Plan. Therefore, each Holder of a Class 9(d) Other General Unsecured Claim is entitled to vote to accept or reject the Plan.

13. Class 10 – Subordinated Claims

(a) *Classification*: Class 10 consists of all Subordinated Claims.

(b) *Treatment*: Holders of Subordinated Claims shall receive no recovery or distribution on account of such Claims. On the Effective Date, all Subordinated Claims will be canceled, released, extinguished, and discharged, and will be of no further force or effect.

(c) *Voting*: Class 10 is Impaired under the Plan. Each Holder of a Class 10 Subordinated Claim is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of a Class 10 Subordinated Claim is not entitled to vote to accept or reject the Plan.

14. Class 11 – Intercompany Claims and Interests

(a) *Classification*: Class 11 consists of all Intercompany Claims and Interests.

(b) *Treatment*: On the Effective Date, unless otherwise provided for under the Plan, each Intercompany Claim and/or Intercompany Interest shall be, at the option of the Debtors (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) either (i) Reinstated or (ii) canceled and released. All Intercompany Claims held by any BrandCo Entity against any OpCo Debtor or by any OpCo Debtor against any BrandCo Entity shall be deemed settled pursuant to the Plan Settlement, and shall be canceled and released on the Effective Date.

(c) *Voting*: Holders of Intercompany Claims and Interests are either Unimpaired under the Plan, and such Holders of Intercompany

Claims and Interests are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired under the Plan, and such Holders of Intercompany Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 11 Intercompany Claims and Interests are not entitled to vote to accept or reject the Plan.

15. Class 12 – Interests in Holdings

(a) *Classification*: Class 12 consists of all Interests other than Intercompany Interests.

(b) *Treatment*: Holders of Interests (other than Intercompany Interests) shall receive no recovery or distribution on account of such Interests. On the Effective Date, all Interests (other than Intercompany Interests) will be canceled, released, extinguished, and discharged, and will be of no further force or effect.

(c) *Voting*: Class 12 is Impaired under the Plan. Each Holder of a Class 12 Interest is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of a Class 12 Interest in Holdings is not entitled to vote to accept or reject the Plan.

D. Voting of Claims

Each Holder of a Claim in an Impaired Class that is entitled to vote on the Plan as of the record date for voting on the Plan pursuant to Article III hereof shall be entitled to vote to accept or reject the Plan as provided in the Disclosure Statement Order or any other order of the Bankruptcy Court.

E. No Substantive Consolidation

Although the Plan is presented as a joint plan of reorganization, the Plan does not provide for the substantive consolidation of the Debtors' Estates, and on the Effective Date, the Debtors' Estates shall not be deemed to be substantively consolidated for any reason. Except as expressly provided herein, nothing in the Plan or the Disclosure Statement shall constitute or be deemed to constitute an admission that any one or all of the Debtors is subject to or liable for any Claims against any other Debtor. A Claim against multiple Debtors will be treated as a separate Claim against each applicable Debtor's Estate for all purposes, including voting and distribution; *provided*, *however*, that no Claim will receive value in excess of one hundred percent (100.0%) of the Allowed amount of such Claim or Interest under the Plans for all such Debtors.

F. Acceptance by Impaired Classes

Pursuant to section 1126(c) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have

accepted the Plan if Holders of at least two-thirds in dollar amount and more than one-half in number of the Claims of such Class entitled to vote that actually vote on the Plan have voted to accept the Plan. OpCo Term Loan Claims (Class 4), 2020 Term B-1 Loan Claims (Class 5), 2020 Term B-2 Loan Claims (Class 6), Unsecured Notes Claims (Class 8), Talc Personal Injury Claims (Class 9(a)), Non-Qualified Pension Claims (Class 9(b)), Trade Claims (Class 9(c)), and Other General Unsecured Claims (Class 9(d)) are Impaired, and the votes of Holders of Claims in such Classes will be solicited. If a Class contains Holders of Claims eligible to vote and no Holders of Claims eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims in such Class.

G. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claims, including, all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

H. Elimination of Vacant Classes

Any Class of Claims or Interests that, with respect to any Debtor, does not have a Holder of an Allowed Claim or Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court solely for voting purposes as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan with respect to such Debtor for purposes of (1) voting to accept or reject the Plan and (2) determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

I. Consensual Confirmation

The Plan shall be deemed a separate chapter 11 plan for each Debtor. To the extent that there is no rejecting Class of Claims in the chapter 11 plan of any Debtor, such Debtor shall seek Confirmation of its plan pursuant to section 1129(a) of the Bankruptcy Code.

J. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by at least one Impaired Class of Claims. The Debtors shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims.

K. Controversy Concerning Impairment or Classification

If a controversy arises as to whether any Claims or Interests or any Class of Claims or Interests is Impaired or is properly classified under the Plan, the Bankruptcy Court shall, after notice and a hearing, resolve such controversy at the Confirmation Hearing.

L. Subordinated Claims

Except as expressly provided herein, the allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise, and any other rights impacting relative lien priority and/or priority in right of payment, and any such rights shall be released pursuant to the Plan, including, as applicable, pursuant to the Plan Settlement. Pursuant to section 510 of the Bankruptcy Code, the Reorganized Debtors, subject to the reasonable consent of the Required Consenting BrandCo Lenders, reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

M. 2016 Term Loan Claims

Any 2016 Term Loan Claim asserted against any BrandCo Entity shall be Disallowed.

N. Intercompany Interests

Intercompany Interests, to the extent Reinstated, are being Reinstated to maintain the existing corporate structure of the Debtors. For the avoidance of doubt, any Interest in non-Debtor Affiliates owned by a Debtor shall continue to be owned by the applicable Reorganized Debtor.

ARTICLE IV.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Sources of Consideration for Plan Distributions

The Reorganized Debtors shall fund distributions under the Plan, as applicable with: (1) the Exit Facilities; (2) the issuance and distribution of New Common Stock; (3) the Equity Rights Offering; (4) the issuance and distribution of New Warrants; and (5) Cash on hand.

Each distribution and issuance referred to in Article III of the Plan shall be governed by the terms and conditions set forth herein applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance; *provided* that, to the extent that a term of the Plan conflicts with the term of any such instruments or other documents, the terms of the Plan shall govern.

1. The Exit Facilities

On the Effective Date, the Reorganized Debtors or their non-Debtor Affiliates, as applicable, shall enter into the applicable Exit Facilities Documents for (a) either (i) the First Lien Exit Facilities, consisting of the Take-Back Facility and the Incremental New Money Facility, or

(ii) the Third-Party New Money Exit Facility, (b) the Exit ABL Facility, (c) the Exit FILO Facility, and (d) unless otherwise agreed to by the Debtors and the Required Consenting BrandCo Lenders, the New Foreign Facility. All Holders of Class 5 2020 Term B-1 Loan Claims shall be deemed to be a party to, and bound by, the First Lien Exit Facilities Documents, regardless of whether such Holder has executed a signature page thereto. Confirmation of the Plan shall be deemed approval of the Exit Facilities and the Exit Facilities Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and authorization of the Reorganized Debtors to enter into, execute, and deliver the Exit Facilities Documents and such other documents as may be required to effectuate the treatment afforded by the Exit Facilities. On the Effective Date, all of the Liens and security interests to be granted by the Reorganized Debtors in accordance with the Exit Facilities Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facilities Documents, (c) shall be deemed perfected on the Effective Date without the need for the taking of any further filing, recordation, approval, consent, or other action, and (d) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents, and to take any other actions necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and the Reorganized Debtors shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

2. Issuance and Distribution of New Common Stock

On the Effective Date, the shares of New Common Stock shall be issued by Reorganized Holdings as provided for in the Description of Transaction Steps pursuant to, and in accordance with, the Plan and the Equity Rights Offering Documents. All Holders of New Common Stock (whether issued and distributed hereunder, pursuant to the Equity Rights Offering Documents, or otherwise, and in each case, whether such New Common Stock is held directly or indirectly through the facilities of DTC) shall be deemed to be a party to, and bound by, the LLC Agreement and the other applicable New Organizational Documents, in accordance with their terms, without the requirement to execute a signature page thereto.

All of the New Common Stock (including the New Common Stock issued in connection with the Equity Rights Offering (including, for the avoidance of doubt, any New Common Stock issued pursuant to the Backstop Commitment Agreement) and/or upon the exercise of the New Warrants) issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of New Common Stock under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the New Organizational Documents

and other instruments evidencing or relating to such distribution or issuance, including the Equity Rights Offering Documents, as applicable, which terms and conditions shall bind each Entity receiving such distribution or issuance. For the avoidance of doubt, the acceptance of New Common Stock by any Holder of any Claim or Interest or any other Entity shall be deemed as such Holder's or Entity's agreement to the applicable New Organizational Documents, as may be amended or modified from time to time following the Effective Date in accordance with their terms.

To the extent practicable, as determined in good faith by the Debtors and the Required Consenting BrandCo Lenders, the Reorganized Debtors shall: (a) emerge from these Chapter 11 Cases as non-publicly reporting companies on the Effective Date and not be subject to SEC reporting requirements under Sections 12 or 15 of the Exchange Act, or otherwise; (b) not be voluntarily subjected to any reporting requirements promulgated by the SEC; except, in each case, as otherwise may be required pursuant to the New Organizational Documents, the Exit Facilities Documents or applicable law; (c) not be required to list the New Common Stock on a U.S. stock exchange; (d) timely file or otherwise provide all required filings and documentation to allow for the termination and/or suspension of registration with respect to SEC reporting requirements under the Exchange Act prior to the Effective Date; and (e) make good faith efforts to ensure DTC eligibility of securities issued in connection with the Plan (other than any securities required by the terms of any agreement to be held on the books of an agent and not in DTC), including but not limited to the New Warrants.

3. Equity Rights Offering

The Debtors shall distribute the Equity Subscription Rights to the Equity Rights Offering Participants as set forth in the Plan, the Backstop Commitment Agreement, and the Equity Rights Offering Procedures. Pursuant to the Backstop Commitment Agreement and the Equity Rights Offering Procedures, the Equity Rights Offering shall be open to all Equity Rights Offering Participants. Equity Rights Offering Participants shall be entitled to participate in the Equity Rights Offering up to a maximum amount of each Eligible Holder's Pro Rata share of the Aggregate Rights Offering Amount (or, if applicable, the Adjusted Aggregate Rights Offering Amount). Equity Rights Offering Participants shall have the right to purchase their allocated shares of New Common Stock at the ERO Price Per Share.

The Equity Rights Offering will be backstopped, severally and not jointly, by the Equity Commitment Parties pursuant to the Backstop Commitment Agreement. 30% of the New Common Stock to be sold and issued pursuant to the Equity Rights Offering shall be reserved for the Equity Commitment Parties (the "Reserved Shares") pursuant to the Backstop Commitment Agreement, at the ERO Price Per Share.

Equity Subscription Rights that an Equity Rights Offering Participant has validly elected to exercise shall be deemed issued and exercised on or about (but in no event after) the Effective Date. Upon exercise of the Equity Subscription Rights pursuant to the terms of the Backstop Commitment Agreement and the Equity Rights Offering Procedures, Reorganized Holdings shall be authorized to issue the New Common Stock issuable pursuant to such exercise.

Pursuant to the Backstop Commitment Agreement, if after following the procedures set forth in the Equity Rights Offering Procedures, there remain any unexercised Equity Subscription Rights, the Equity Commitment Parties shall purchase, severally and not jointly, their applicable portion of the New Common Stock associated with such unexercised Equity Subscription Rights in accordance with the terms and conditions set forth in the Backstop Commitment Agreement, at the ERO Price Per Share. As consideration for the undertakings of the Equity Commitment Parties in the Backstop Commitment Agreement, the Reorganized Debtors will pay the Backstop Commitment Premium to the Equity Commitment Parties on the Effective Date in accordance with the terms and conditions set forth in the Backstop Commitment Agreement.

All shares of New Common Stock issued upon exercise of the Equity Commitment Parties' own Equity Subscription Rights and in connection with the Backstop Commitment Premium will be issued in reliance upon Section 1145 of the Bankruptcy Code to the extent permitted under applicable law. The Reserved Shares and the shares of New Common Stock that are not subscribed for by holders of Equity Subscription Rights in the Equity Rights Offering and that are purchased by the Equity Commitment Parties in accordance with their backstop obligations under the Backstop Commitment Agreement (the "Unsubscribed Shares") will be issued in a private placement exempt from registration under Section 5 of the Securities Act pursuant to Section 4(a)(2) and/or Regulation D thereunder and will constitute "restricted securities" for purposes of the Securities Act. In the Backstop Commitment Agreement, the Equity Commitment Parties will be required to make representations and warranties as to their sophistication and suitability to participate in the private placement.

Entry of the Confirmation Order shall constitute Bankruptcy Court approval of the Equity Rights Offering (including the transactions contemplated thereby, and all actions to be undertaken, undertakings to be made, and obligations to be incurred by Reorganized Holdings in connection therewith). On the Effective Date, as provided in the Description of Transaction Steps, the rights and obligations of the Debtors under the Backstop Commitment Agreement shall vest in the Reorganized Debtors, as applicable.

At the Aggregate Rights Offering Amount, the shares of New Common Stock offered pursuant to the Equity Rights Offering (for the avoidance of doubt, not including any shares of New Common Stock issued in connection with the Backstop Commitment Premium) will represent approximately 60.6% of the New Common Stock outstanding on the Effective Date (subject to a downward ratable adjustment to account for the difference (if any) between the Aggregate Rights Offering Amount and the Adjusted Aggregate Right Offerings Amount), subject to dilution by the issuance of shares of New Common Stock (a) reserved for the MIP Awards and (b) on account of the exercise of the New Warrants.

On the Effective Date (or earlier in the case of termination of the Backstop Commitment Agreement), the Backstop Commitment Premium (which shall be an administrative expense) shall be distributed or paid to the Equity Commitment Parties under and as set forth in the Backstop Commitment Agreement and the Backstop Order. The shares of New Common Stock issued in satisfaction of the Backstop Commitment Premium will represent approximately 7.6% of the New Common Stock outstanding on the Effective Date, subject to dilution by the

issuance of shares of New Common Stock (a) reserved for the MIP Awards and (b) on account of the exercise of the New Warrants.

Each holder of Equity Subscription Rights that receives New Common Stock as a result of exercising the relevant Equity Subscription Rights shall be subject to the provisions applicable to such holders of New Common Stock as set forth in Article IV.A.2 of the Plan.

The Cash proceeds of the Equity Rights Offering shall be used by the Debtors or Reorganized Debtors, as applicable, to (a) make distributions pursuant to the Plan, (b) fund working capital, and (c) fund general corporate purposes.

4. Issuance and Distribution of New Warrants

To the extent all or any portion of the New Warrants are required to be issued pursuant to the Plan, Reorganized Holdings shall issue such New Warrants on the Effective Date in accordance with the New Warrant Agreement and distribute them in accordance with the Plan. The Debtors, the Required Consenting BrandCo Lenders, and the Creditors' Committee shall work in good faith to render such New Warrants DTC eligible. All of the New Common Stock issued upon exercise of the New Warrants issued pursuant to the Plan shall, when so issued and upon payment of the exercise price in accordance with the terms of the New Warrants, be duly authorized, validly issued, fully paid, and non-assessable.

5. General Unsecured Creditor Recovery

On the Effective Date, or with respect to the GUC Settlement Top Up Amount and any increase to the GUC Trust/PI Fund Operating Reserve, after the Effective Date, solely to the extent the applicable Classes of General Unsecured Claims are entitled to distributions in accordance with the Plan, the GUC Trust shall be vested with the GUC Trust Assets and the PI Settlement Fund shall be vested with the PI Settlement Fund Assets. Except as provided to the contrary in this Plan, (a) the GUC Trust shall make distributions to Classes 9(b), (c) and (d) to Holders of Allowed Claims in such Classes in accordance with the treatment set forth in the Plan for such Classes and (b) the PI Settlement Fund shall make distributions to Class 9(a) holders of Allowed Claims in such Class in accordance with the terms of this Plan. From time to time following the Effective Date, the GUC Administrator, shall (x) receive for the account of the GUC Trust the Retained Preference Action Net Proceeds allocable to Classes 9(b), (c) and (d), and shall make distributions to the GUC Trust Beneficiaries in accordance with the GUC Trust Agreement, and (y) shall receive for the account of the PI Settlement Fund and transfer or cause to be transferred to the PI Settlement Fund the Retained Preference Action Net Proceeds allocable to Class 9(a) for distribution by the PI Settlement Fund to Holders of Allowed Talc Personal Injury Claims in accordance with the PI Settlement Fund Agreement. For the avoidance of doubt, (a) if the GUC Trust is established in accordance with the Plan, the GUC Administrator shall have the sole power and authority to pursue the Retained Preference Actions in the capacity as trustee of the GUC Trust and as agent for and on behalf of the PI Settlement Fund and (b) in the event that any, but not all, of Classes 9(a), (b), (c), or (d) votes to reject the Plan, (i) the GUC Administrator shall receive the Retained Preference Action Net Proceeds for the account of each such Class that votes to accept the Plan in the amount allocable to each such Class, and shall make distributions therefrom (and/or, in the case of Class 9(a), shall transfer or cause to be transferred to the PI

Settlement Fund for distribution) ratably to Holders of Claims in each such Class and (ii) the Reorganized Debtors shall receive the Retained Preference Action Net Proceeds in the amount allocable to each such Class that votes to reject the Plan. The GUC Administrator shall have responsibility for reconciling General Unsecured Claims (other than Talc Personal Injury Claims), including asserting any objections thereto and the PI Claims Administrator shall have responsibility for reconciling the Talc Personal Injury Claims, including asserting any objections thereto; *provided* that the Debtors, with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders and in consultation with the Creditors' Committee, or the Reorganized Debtors, in consultation with the GUC Administrator and/or the PI Claims Administrator, as applicable, may elect to administer, dispute, object to, compromise, or otherwise resolve any such Class 9 Claim.

6. Cash on Hand

The Debtors or Reorganized Debtors, as applicable, shall use Cash on hand, if any, to fund distributions to certain Holders of Claims. All Excess Liquidity will be applied in accordance with the First Lien Exit Facilities Term Sheet; provided that, in the event the Reorganized Debtors enter into the Third-Party New Money Exit Facility, (a) all Excess Liquidity will be applied to reduce the Aggregate Rights Offering Amount, and (b) for the avoidance of doubt, the Debt Commitment Premium shall be paid in Cash as an Administrative Claim and "Excess Liquidity" will be calculated after giving effect to the payment thereof.

B. Restructuring Transactions

On or, with the consent of the Required Consenting BrandCo Lenders, before the Effective Date, the applicable Debtors or the Reorganized Debtors shall enter into any transactions and shall take any actions as may be necessary or appropriate to effectuate the Restructuring Transactions, including to establish Reorganized Holdings and, if applicable, to transfer assets of the Debtors to Reorganized Holdings or a subsidiary thereof. The applicable Debtors or the Reorganized Debtors will take any actions as may be necessary or advisable to effect a corporate restructuring of the overall corporate structure of the Debtors, in the Description of Transaction Steps, or in the Definitive Documents, including the issuance of all securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Plan, one or more intercompany mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dissolutions, transfers, liquidations, or other corporate transactions, in each case, subject to the consent of the Required Consenting BrandCo Lenders and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders.

The actions to implement the Restructuring Transactions may include: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or reorganization containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable parties may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the

applicable parties agree; (3) the filing of the New Organizational Documents and any appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable law; (4) the execution and delivery of the Equity Rights Offering Documents and any documentation related to the Exit Facilities; (5) if applicable, all transactions necessary to provide for the purchase of substantially all of the assets or Interests of any of the Debtors by one or more Entities to be wholly owned by Reorganized Holdings, which purchase, if applicable, may be structured as a taxable transaction for United States federal income tax purposes; (6) the settlement, reconciliation, repayment, cancellation, discharge, and/or release, as applicable, of Intercompany Claims consistent with the Plan; and (7) all other actions that the Debtors or the Reorganized Debtors determine to be necessary, including making filings or recordings that may be required by applicable law in connection with the Plan.

For purposes of consummating the Plan and the Restructuring Transactions, neither the occurrence of the Effective Date, any of the transactions contemplated in this Article IV.B, nor any of the transactions contemplated by the Description of Transactions Steps shall constitute a change of control under any agreement, contract, or document of the Debtors.

C. Corporate Existence

Except as otherwise provided in the Plan, the Description of Transaction Steps, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, each Debtor shall continue to exist after the Effective Date as a Reorganized Debtor and as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other analogous formation or governing documents) in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws (or other analogous formation or governing documents) are amended by the Plan or otherwise amended in accordance with applicable law; *provided* that, prior to the Effective Date, the Debtors and the Consenting BrandCo Lenders shall engage in good faith to execute mutually acceptable amendments with respect to the licensing of all intellectual property owned by the Debtors and any additional transactions or considerations related thereto. To the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, federal, or foreign law).

D. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan (including the Plan Supplement) or the Confirmation Order, on the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property (including all interests, rights, and privileges related thereto) in each Debtor's Estate, all Retained Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan, including Interests held by the Debtors in any non-Debtor Affiliates, shall vest in the applicable Reorganized Debtor, free and clear of all Liens, Claims, charges, encumbrances, or other interests, unless

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expressly provided otherwise by the Plan or the Confirmation Order, subject to and in accordance with the Plan, including the Description of Transaction Steps. On and after the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Confirmation Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court, but subject in all respects to the Final DIP Order and the Plan.

E. Cancellation of Existing Indebtedness and Securities

Except as otherwise expressly provided in the Plan, the Confirmation Order, or any agreement, instrument, or other document entered into in connection with or pursuant to the Plan or the Restructuring Transactions, on the Effective Date, (1) all notes, bonds, indentures, certificates, securities, shares, equity securities, purchase rights, options, warrants, convertible securities or instruments, credit agreements, collateral agreements, subordination agreements, intercreditor agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any indebtedness or obligations of, or ownership interest in, the Debtors, or giving rise to any Claims against or Interests in the Debtors or to any rights or obligations relating to any Claims against or Interests in the Debtors (except with respect to such agreements, certificates, notes, or other instruments or documents evidencing indebtedness or obligation of, or ownership interest in, the Debtors that is specifically Reinstated, amended and Reinstated, or entered into pursuant to the Plan), including, without limitation, the 2016 Credit Agreement, the ABL Facility Credit Agreement, the BrandCo Credit Agreement, and the Unsecured Notes Indenture shall be canceled without any need for a Holder or Debtor to take any further action with respect thereto, and the duties and obligations of all parties thereto, including the Debtors or the Reorganized Debtors, as applicable, and any non-Debtor Affiliates, thereunder or in any way related thereto shall be deemed satisfied in full, canceled, released, discharged, and of no further force or effect and (2) the obligations of the Debtors or Reorganized Debtors, as applicable, pursuant, relating, or pertaining to any agreements, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the notes, bonds, indentures, certificates, securities, shares, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of or Interests in the Debtors (except with respect to such agreements, certificates, notes, or other instruments or documents evidencing indebtedness or obligation of or ownership interest in the Debtors that is specifically Reinstated, amended and Reinstated, or entered into pursuant to the Plan), including, without limitation, the 2016 Credit Agreement, the ABL Facility Credit Agreement, the BrandCo Credit Agreement, and the Unsecured Notes Indenture shall be released and discharged in exchange for the consideration provided under the Plan. Notwithstanding the foregoing, Confirmation, or the occurrence of the Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest shall continue in effect solely for purposes of (1) enabling Holders of Allowed Claims to receive distributions under the Plan as provided herein and subject to the terms and conditions of the applicable governing document or instrument as set forth therein, and (2) allowing and preserving the rights of each of the applicable agents and indenture trustees to (a) make or direct the distributions in accordance with the Plan as provided

herein and (b) assert or maintain any rights for indemnification (including on account of the 2016 Agent Surviving Indemnity Obligations) the applicable agent or indenture trustee may have arising under, and due pursuant to the terms of, the applicable governing document or instrument; *provided that*, subject to the treatment provisions of Article III of the Plan, no such indemnification may be sought from the Debtors, the Reorganized Debtors, or any Released Party. For the avoidance of doubt, nothing in this Plan shall, or shall be deemed to, alter, amend, discharge, limit, or otherwise impair the 2016 Agent Surviving Indemnity Obligations on or after the Effective Date, and any such obligation (whenever arising) survives Confirmation, Consummation, and the occurrence of the Effective Date, in each case in accordance with and subject to the terms and conditions of the 2016 Credit Agreement and regardless of the discharge and release of all Claims of the 2016 Agent against the Debtors or the Reorganized Debtors.

On the Effective Date, each holder of a certificate or instrument evidencing a Claim that is discharged by the Plan shall be deemed to have surrendered such certificate or instrument in accordance with the applicable indenture or agreement that governs the rights of such holder of such Claim. Such surrendered certificate or instrument shall be deemed canceled as set forth in, and subject to the exceptions set forth in, this Article IV.E.

Notwithstanding anything in this Article IV.E, the Unsecured Notes Indenture shall remain in effect solely with respect to the right of the Unsecured Notes Indenture Trustee to make Plan distributions in accordance with the Plan and to preserve the rights and protections of the Unsecured Notes Indenture Trustee with respect to the Holders of Unsecured Notes Claims, including the Unsecured Notes Indenture Trustee's charging lien and priority rights. Subject to the distribution of Class 8 Plan consideration delivered to it in accordance with the Unsecured Notes Indenture at the expense of the Reorganized Debtors, the Unsecured Notes Indenture Trustee shall have no duties to Holders of Unsecured Notes Claims following the Effective Date of the Plan, including no duty to object to claims or treatment of other creditors.

F. Corporate Action

On or, with the consent of the Required Consenting BrandCo Lenders, before the Effective Date, or as soon thereafter as is reasonably practicable, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including: (1) execution and entry into each of the Exit Facilities; (2) approval of and entry into the New Organizational Documents; (3) issuance and distribution of the New Securities, including pursuant to the Equity Rights Offering; (4) selection of the directors and officers for the Reorganized Debtors; (5) implementation of the Restructuring Transactions contemplated by the Plan; (6) adoption or assumption, if and as applicable, of the Employment Obligations; (7) the formation or dissolution of any Entities pursuant to and the implementation of the Restructuring Transactions and performance of all actions and transactions contemplated by the Plan, including the Description of Transaction Steps; (8) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; and (9) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for herein involving the corporate structure of the Debtors or the Reorganized Debtors, or any corporate, limited liability company, or related action required by the Debtors or the Reorganized Debtors in connection herewith shall be deemed to have occurred and shall be in effect in accordance with the Plan, including the Description of Transaction Steps, without any requirement of further action

by the shareholders, members, directors, or managers of the Debtors or Reorganized Debtors, and with like effect as though such action had been taken unanimously by the shareholders, members, directors, managers, or officers, as applicable, of the Debtors or Reorganized Debtors. Before, on, or after the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors. The authorizations and approvals contemplated by this Article IV.F shall be effective notwithstanding any requirements under non-bankruptcy law.

G. New Organizational Documents

To the extent required under the Plan or applicable non-bankruptcy law, on or promptly after the Effective Date, the Reorganized Debtors will file their applicable New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in their respective states or jurisdictions of incorporation or formation in accordance with the corporate laws of such respective states or jurisdictions of incorporation or formation. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents will prohibit the issuance of non-voting equity securities of Reorganized Holdings. After the Effective Date, the Reorganized Debtors may amend and restate their respective New Organizational Documents or otherwise restructure their legal Entity forms, without supervision or approval by the Bankruptcy Court and in accordance with applicable non-bankruptcy law.

The New Organizational Documents shall provide for the following minority protections (which shall not be subject to amendment other than with the consent of holders of at least two-thirds of the then-issued and outstanding shares of New Common Stock and as to which the New Organizational Documents will provide equivalent rights to all equivalent sized holders of New Common Stock): (1) annual audited and quarterly financial statements by Reorganized Holdings, as well as a quarterly management call, including a Q&A; (2) no transfer restrictions other than restrictions on transfers to competitors, customary drag-along and tag-along rights (in connection with a transfer of a majority of the then-outstanding New Common Stock), and other customary transfer restrictions (including restrictions on transfers that are not in compliance with applicable law or would require Reorganized Holdings to register securities or to register as an "investment company"), but in any event will not include any right of first refusal or right of first offer; and (3) customary pro rata preemptive rights in connection with equity issuances for cash (subject to customary carve outs) for accredited investor holders of New Common Stock above a specified threshold (which threshold shall be determined to provide such preemptive rights to approximately ten (10) holders as of the Effective Date).

H. Directors and Officers of the Reorganized Debtors

As of the Effective Date, the term of the current members of the boards of directors of each Debtor shall expire, and the New Boards shall be appointed in accordance with the New Organizational Documents of each Reorganized Debtor.

The members of the Reorganized Holdings Board immediately following the Effective Date shall be determined and selected by the Required Consenting 2020 B-2 Lenders.

Except as otherwise provided in the Plan, the Confirmation Order, the Plan Supplement, or the New Organizational Documents, the officers of the Debtors immediately before the Effective Date, as applicable, shall serve as the initial officers of the Reorganized Debtors on the Effective Date.

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose in the Plan Supplement the identity and affiliations of any Person proposed to serve on the initial Reorganized Holdings Board and New Subsidiary Boards, to the extent known at the time of filing, as well as those Persons that will serve as an officer of Reorganized Holdings or other Reorganized Debtor. To the extent any such director or officer is an "insider" as such term is defined in section 101(31) of the Bankruptcy Code, the nature of any compensation to be paid to such director or officer will also be disclosed. Each such director and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and may be replaced or removed in accordance with such New Organizational Documents.

I. Employment Obligations

Except as otherwise expressly provided in the Plan or the Plan Supplement, the Reorganized Debtors shall honor the Employment Obligations (1) existing and effective as of the Petition Date, (2) that were incurred or entered into in the ordinary course of business prior to the Effective Date, or (3) as otherwise agreed to between the Debtors and the Required Consenting BrandCo Lenders on or prior to the Effective Date. Additionally, on the Effective Date, the Reorganized Debtors shall assume (1) the Amended CEO Employment Agreement, and (2) the Amended Revlon Executive Severance Pay Plan, in each case, as adopted in accordance with the Restructuring Support Agreement, and such assumed agreements shall supersede and replace any existing executive severance plan for directors and above and the existing employment agreement of the Debtors' chief executive officer.

Except as otherwise expressly provided in the Plan or the Plan Supplement, to the extent that any of the Employment Obligations are executory contracts, pursuant to sections 365 and 1123 of the Bankruptcy Code, each of them shall be deemed assumed as of the Effective Date and assigned to the applicable Reorganized Debtor. For the avoidance of doubt, the foregoing shall not (1) limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to the Employment Obligations, or (2) impair the rights of the Debtors or Reorganized Debtors, as applicable, to implement the Management Incentive Plan in accordance with its terms and conditions and to determine the Employment Obligations of the Reorganized Debtors in accordance with their applicable terms and conditions on or after the Effective Date, in each case consistent with the Plan.

On the Effective Date, the Debtors shall assume all collective bargaining agreements.

The Confirmation Order shall approve the Enhanced Cash Incentive Program and the Global Bonus Program. As soon as practicable following the Effective Date (but no later than 21 days after the Effective Date, absent any ordinary course administrative delay that is not caused for purposes of circumventing this requirement by any equity holder or any member of the Reorganized Holdings Board other than the Debtors' chief executive officer), in connection with

the establishment of the Reorganized Holdings Board, the Reorganized Holdings Board shall approve, adopt, and affirm, as applicable, the implementation of (a) the Enhanced Cash Incentive Program, and (b) the Global Bonus Program, in each case, in accordance with the Plan and the Restructuring Support Agreement and effective as of the Effective Date (or, if the Debtors and the Required Consenting BrandCo Lenders agreed to prorate the KERP and KEIP through a date later than the Effective Date under Article IV.L, the first day after such date).

J. Qualified Pension Plans

On the Effective Date, the Debtors shall assume the Qualified Pension Plans in accordance with the terms of the Qualified Pension Plans and the relevant provisions of ERISA and the IRC.

All proofs of claim filed by PBGC shall be deemed withdrawn on the Effective Date.

K. Retiree Benefits

From and after the Effective Date, the Debtors shall assume and continue to pay all Retiree Benefit Claims in accordance with applicable law.

L. Key Employee Incentive/Retention Plans

On the Effective Date, the Debtors shall pay, to KEIP and KERP participants, as applicable, (1) all KERP amounts earnable for the quarter in which the Effective Date occurs prorated for the period from the first day of such quarter through and including the Effective Date (or such later date as agreed to between the Debtors and the Required Consenting BrandCo Lenders), (2) all KEIP amounts (including any catch-up amounts) earned by the KEIP participants based on the Debtors' good faith estimates of performance for the quarter in which the Effective Date occurs prorated for the period from the first day of such quarter through and including the Effective Date (or such later date as agreed to between the Debtors and the Required Consenting BrandCo Lenders), and (3) all KEIP amounts (including any catch-up amounts) earned by the KEIP participants for quarters ending prior to the quarter in which the Effective Date occurs but which remain unpaid, based on the Debtors' good faith estimates of performance for such quarters, with such estimates to be subject to the approval of the Required Consenting BrandCo Lenders, with such approval not to be unreasonably withheld, conditioned, or delayed.

Except as set forth in in this Article IV.L, the KEIP and KERP programs shall terminate effective as of the Effective Date (or such later date as agreed to between the Debtors and the Required Consenting BrandCo Lenders) and any clawback rights provided for under the KEIP or the KERP shall be released except as set forth in the Schedule of Retained Causes of Action.

M. Effectuating Documents; Further Transactions

On, before, or after (as applicable) the Effective Date, the Reorganized Debtors, the officers of the Reorganized Debtors, and members of the New Boards are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other

agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the Restructuring Transactions, the New Organizational Documents, the Exit Facilities Documents, and the securities issued pursuant to the Plan, including the New Securities, and any and all other agreements, documents, securities, filings, and instruments relating to the foregoing in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization, or consents except those expressly required pursuant to the Plan. The authorizations and approvals contemplated by this Article IV shall be effective notwithstanding any requirements under non-bankruptcy law.

N. Management Incentive Plan

By no later than January 1, 2024, the Reorganized Holdings Board shall implement the Management Incentive Plan that provides for the issuance of options and/or other equity-based compensation to the management and directors of the Reorganized Debtors in accordance with the Plan.

7.5% of the New Common Stock, on a fully diluted basis, shall be reserved for issuance under the Management Incentive Plan. The participants in the Management Incentive Plan, the allocations and form of the options and other equity-based compensation to such participants (including the amount of the allocations and the timing of the grant of the options and other equity-based compensation), and the terms and conditions of such options and other equity-based compensation (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights, and transferability) shall be determined by the Reorganized Holdings Board; *provided* that one-half of the MIP Equity Pool shall be awarded to participants under the Management Incentive Plan upon implementation no later than January 1, 2024.

O. Exemption from Certain Taxes and Fees

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property pursuant to the Plan shall not be subject to any stamp tax, document recording tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, personal property transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment in the United States, or any state or political subdivision thereof. The Confirmation Order shall direct and be deemed to direct the appropriate federal, state, or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (1) the creation, modification, consolidation, or recording of any mortgage, deed of trust, Lien, or other security interest, or the securing of indebtedness by such means or other means, (2) the making or assignment of any lease or sublease, (3) any Restructuring Transaction authorized by the Plan, and (4) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation, or dissolution; (c) deeds;

(d) bills of sale; (e) assignments executed in connection with any Restructuring Transaction occurring under the Plan; or (f) any of the other Definitive Documents.

P. Indemnification Provisions

On and as of the Effective Date, consistent with applicable law, the Indemnification Provisions in place as of the Effective Date (whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, other organized documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, shall be assumed by the Reorganized Debtors (and any such Indemnification Provisions in place as to any Debtors that are to be liquidated under the Plan shall be assigned to and assumed by an applicable Reorganized Debtor), deemed irrevocable, and will remain in full force and effect and survive the effectiveness of the Plan unimpaired and unaffected, and each of the Reorganized Debtors' New Organizational Documents will provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, employees, agents, managers, attorneys, and other professionals, at least to the same extent as such documents of each of the respective Debtors on the Petition Date but in no event greater than as permitted by law, against any Causes of Action. None of the Reorganized Debtors shall amend and/or restate its respective New Organizational Documents, on or after the Effective Date to terminate, reduce, discharge, impair or adversely affect in any way (1) any of the Reorganized Debtors' obligations referred to in the immediately preceding sentence or (2) the rights of such current and former directors, officers, employees, agents, managers, attorneys, and other professionals.

Q. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, any and all Retained Causes of Action (except, if the GUC Trust is established in accordance with the Plan, the GUC Trust may enforce all rights to commence and pursue Retained Preference Actions), whether arising before or after the Petition Date, including but not limited to any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. If the GUC Trust is established in accordance with the Plan, the GUC Trust (on its own behalf and, if the PI Settlement Fund is established in accordance with the Plan, as agent for the PI Settlement Fund) shall retain and may enforce all rights to commence and pursue any Retained Preference Actions, and the GUC Trust's rights to commence, prosecute, or settle such Retained Preference Actions shall be preserved notwithstanding the occurrence of the Effective Date. For the avoidance of doubt, the preservation of Retained Causes of Action described in the preceding sentence includes, but is not limited to, the Reorganized Debtors' retention of the Debtors' rights to (1) object to Administrative Claims, (2) object to other Claims, and (3) subordinate Claims, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article X of the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date.

The Reorganized Debtors may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors, in their respective discretion. The GUC Trust, if established, may pursue Retained Preference Actions and objections to General Unsecured Claims in accordance with the best interests of the GUC Trust and the PI Settlement Fund. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors (or, with respect to Retained Preference Actions, the GUC Trust) will not pursue any and all available Retained Causes of Action. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Retained Causes of Action against any Entity. The GUC Trust expressly reserves all rights to prosecute any and all Retained Preference Actions in accordance with the Plan.** The Reorganized Debtors and, solely with respect to Retained Preference Actions and the allowance or disallowance of General Unsecured Claims, the GUC Trust, as applicable, expressly reserve all and shall retain the applicable Retained Causes of Action, for later adjudication or settlement, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all Retained Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Retained Causes of Action except as otherwise expressly provided in the Plan and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

R. GUC Trust and PI Settlement Fund

On the Effective Date, solely in the event that any Class of General Unsecured Claims votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the GUC Trust shall be established in accordance with the GUC Trust Agreement. The GUC Trust Agreement shall be (a) drafted by the Creditors' Committee and (b) in substantially the form included in the Plan Supplement.

On the Effective Date, solely in the event that Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the PI Settlement Fund shall be established in accordance with the terms of the PI Settlement Fund Agreement and the Plan. The PI Settlement Fund Agreement shall be (a) drafted by the Creditors' Committee and (b) in substantially the form included in the Plan Supplement.

On the Effective Date, or with respect to the GUC Settlement Top Up Amount and any increase to the GUC Trust/PI Fund Operating Reserve, after the Effective Date, in accordance with the Plan, the GUC Trust Assets shall vest in the GUC Trust and the PI Settlement Fund Assets shall vest in the PI Settlement Fund, as applicable, free and clear of all Claims, Interests, liens, and other encumbrances. For the avoidance of doubt, any portion of the GUC Settlement Total Amount allocable to any Class of General Unsecured Claims that votes to reject the Plan shall be

retained by the Reorganized Debtors. Additional assets may vest in the GUC Trust and the PI Settlement Fund from time to time after the Effective Date in the event that an additional GUC Settlement Top Up Amount becomes due, or in the event that additional assets are added to the GUC Trust/PI Fund Operating Reserve pursuant to the Plan.

The GUC Trust or PI Settlement Fund, as applicable, shall have the sole power and authority to: (1) receive and hold the GUC Trust Assets and the PI Settlement Fund Assets, as the case may be; (2) except with respect to Hair Straightening Claims, administer, dispute, object to, compromise, or otherwise resolve all General Unsecured Claims in any Class of General Unsecured Claims that votes to accept the Plan; *provided* that the Debtors, with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders and in consultation with the Creditors' Committee, or the Reorganized Debtors, in consultation with the GUC Administrator or PI Claims Administrator, as applicable, may elect to administer, dispute, object to, compromise, or otherwise resolve any such Claim (other than a Talc Personal Injury Claim administered pursuant to the PI Claims Distribution Procedures); (3) make distributions in accordance with the Plan to Holders of Allowed General Unsecured Claims in any Class that votes to accept the Plan; and (4) in the case of the GUC Trust only, on its own behalf and acting as agent for the PI Settlement Fund, commence and pursue the Retained Preference Actions, and manage and administer any proceeds thereof in accordance with the Plan. The Debtors or the Reorganized Debtors, as applicable, shall have the sole power and authority to administer, dispute, object to, compromise, or otherwise resolve all Hair Straightening Claims; *provided*, *that*, for the avoidance of doubt, the GUC Trust shall pay, pursuant to Article III.C.12 of the Plan, any Allowed Hair Straightening Claims that are liquidated in accordance with Article IX.A.6 of the Plan and the GUC Trust Agreement and the sole recovery from the Estates on account of Hair Straightening Claims shall be from the GUC Trust in accordance with Article III.C.12 of the Plan and the GUC Trust Agreement.

The GUC Administrator, the PI Claims Administrator, and their respective counsel shall be selected by the Creditors' Committee and disclosed in the Plan Supplement prior to commencement of the Confirmation Hearing. The identity of the GUC Administrator, the PI Claims Administrator, and their respective counsel, and the terms of their compensation shall be reasonably acceptable to the Debtors and the Required Consenting BrandCo Lenders. In furtherance of and consistent with the purpose of the GUC Trust or PI Settlement Fund, as applicable, and the Plan, the GUC Administrator and/or PI Claims Administrator, as applicable, shall: (1) have the power and authority to perform all functions on behalf of the GUC Trust or PI Settlement Fund, as applicable; (2) undertake, with the cooperation of the Reorganized Debtors, all administrative responsibilities that are provided in the Plan and the GUC Trust Agreement or PI Settlement Fund Agreement, as applicable, including filing the applicable operating reports and administering the closure of the Chapter 11 Cases, which reports shall be delivered to the Reorganized Debtors; (3) be responsible for all decisions and duties with respect to the GUC Trust or PI Settlement Fund, as applicable, and the GUC Trust Assets and the PI Settlement Fund Assets, as applicable; (4) allocate the GUC Trust/PI Fund Operating Reserve between the GUC Trust and the PI Settlement Fund, and administer such funds in accordance with the terms of the Plan, the GUC Trust Agreement, and the PI Settlement Fund Agreement; and (5) in all circumstances and at all times, act in a fiduciary capacity for the benefit and in the best interests of the beneficiaries of the GUC Trust or PI Settlement Fund Agreement, as applicable, in furtherance of the purpose

of the GUC Trust and PI Settlement Fund Agreement and in accordance with the Plan and the GUC Trust Agreement or PI Settlement Fund Agreement, as applicable.

All expenses (including taxes) of the PI Settlement Fund shall be GUC Trust/PI Fund Operating Expenses and shall be payable solely from the GUC Trust/PI Fund Operating Reserve.

S. Restructuring Expenses

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases on the dates on which such amounts would be required to be paid under the Term DIP Credit Agreement, the DIP Orders, or the Restructuring Support Agreement) without the requirement to file a fee application with the Bankruptcy Court, without the need for time detail, and without any requirement for review or approval by the Bankruptcy Court or any other party. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least two (2) Business Days before the anticipated Effective Date; *provided* that such estimates shall not be considered to be admissions or limitations with respect to such Restructuring Expenses. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay, when due, pre- and post-Effective Date Restructuring Expenses, whether incurred before, on or after the Effective Date. For the avoidance of doubt, the payment of the fees and expenses of the Unsecured Notes Indenture Trustee pursuant to this Article IV.S of the Plan shall be deemed to be part of the treatment of Class 8 and not by reason of the Unsecured Notes Indenture Trustee's membership on the Committee.

ARTICLE V.

THE GUC TRUST

A. Establishment of the GUC Trust

On the Effective Date, solely in the event that any Class of General Unsecured Claims votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the GUC Trust shall be established in accordance with the terms of the GUC Trust Agreement and the Plan. The GUC Trust Agreement shall be (a) drafted by the Creditors' Committee and (b) in substantially the form included in the Plan Supplement.

The GUC Trust shall be established to liquidate the GUC Trust Assets and make distributions in accordance with the Plan, Confirmation Order, and GUC Trust Agreement, and in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the GUC Trust. The GUC Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treasury Regulations Section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, and thus, as a "grantor trust" within the meaning of Sections 671 through 679 of the Tax Code. Accordingly, the GUC Trust Beneficiaries shall be treated for U.S. federal income tax purposes (1) as direct recipients of undivided interests in the

GUC Trust Assets (other than to the extent the GUC Trust Assets are allocable to Disputed Claims) and as having immediately contributed such assets to the GUC Trust, and (2) thereafter, as the grantors and deemed owners of the GUC Trust and thus, the direct owners of an undivided interest in the GUC Trust Assets (other than such GUC Trust Assets that are allocable to Disputed Claims).

B. The GUC Administrator

The identity of the GUC Administrator shall be disclosed in the Plan Supplement prior to entry of the Confirmation Order on the docket of the Chapter 11 Cases.

C. Certain Tax Matters

The GUC Administrator shall file tax returns for the GUC Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a) and in accordance with the Plan. The GUC Trust's items of taxable income, gain, loss, deduction, and/or credit (other than such items is respect of any assets allocable to, or retained on account of, Disputed Claims) will be allocated to each holder in accordance with their relative ownership of GUC Trust Interests.

As soon as possible after the Effective Date, the GUC Administrator shall make a good faith valuation of the GUC Trust Assets and such valuation shall be used consistently by all parties for all U.S. federal income tax purposes.

The GUC Administrator may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the GUC Trust for all taxable periods through the dissolution thereof. Nothing in this Article V.C shall be deemed to determine, expand, or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

The GUC Administrator (1) may timely elect to treat any GUC Trust Assets allocable to Disputed Claims as a "disputed ownership fund" governed by Treasury Regulations Section 1.468B-9, and (2) to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a "disputed ownership fund" election is made, all parties (including the GUC Administrator and the holders of GUC Trust Interests) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing. The GUC Administrator shall file all income tax returns with respect to any income attributable to a "disputed ownership fund" and shall pay the U.S. federal, state, and local income taxes attributable to such disputed ownership fund based on the items of income, deduction, credit, or loss allocable thereto. The Reorganized Debtors and the GUC Administrator shall cooperate to ensure that any distributions made in respect of Claims that are in the nature of compensation for services (including the Non-Qualified Pension Claims) ("Wage Distributions") are processed through appropriate payroll processing systems or arrangements and are subject to appropriate payroll tax withholding and reporting, and that any applicable payroll taxes associated therewith are properly remitted to taxing authorities. The Reorganized Debtors and the GUC Trust shall, if so requested by the GUC Trust, cooperate in good faith to agree to such procedures so as to permit such Wage Distributions to be processed through the Reorganized Debtors' payroll processing systems (which may, for the avoidance of doubt, be administered by a third party). The employer portion of any payroll taxes applicable to Wage Distributions shall be solely borne by the Reorganized Debtors;

neither the GUC Trust nor the GUC Trust/PI Fund Operating Reserve shall bear any liability for the employer portion of any payroll taxes applicable to Wage Distributions.

ARTICLE VI.

PI SETTLEMENT FUND

A. Establishment of the PI Settlement Fund

On the Effective Date, solely in the event that Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the PI Settlement Fund shall be established in accordance with the terms of the PI Settlement Fund Agreement and the Plan. The PI Settlement Fund Agreement shall be (a) drafted by the Creditors' Committee and (b) in substantially the form included in the Plan Supplement. The PI Settlement Fund shall be established to make distributions to Holders of Talc Personal Injury Claims in accordance with the PI Claims Distribution Procedures and the Plan. All expenses (including taxes) incurred by the PI Settlement Fund shall be recorded on the books and records (and reported on all applicable tax returns) as expenses of the PI Settlement Fund; *provided however that*, the PI Settlement Fund shall remit all invoices or other documentation with respect to such expenses for payment to the GUC Administrator and the GUC Administrator shall timely make such payments on behalf of the PI Settlement Fund solely from the GUC Trust/PI Fund Operating Reserve.

The Bankruptcy Court shall have continuing jurisdiction over the PI Settlement Fund.

B. The PI Claims Distribution Procedures

The PI Claims Distribution Procedures shall be established solely to implement the Plan and Plan Settlement. Nothing in the PI Claims Distribution Procedures or any other Definitive Document is intended to be, nor shall it be construed as, an admission by the Debtors or any other Entity as to any Talc Personal Injury Claim, nor shall any Definitive Document, including the PI Claims Distribution Procedures, or any component thereof be admissible as evidence of, or have any *res judicata*, collateral estoppel, or other preclusive or precedential effect regarding, (i) any alleged asbestos contamination in any product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors, the Reorganized Debtors, or any other Entity or for which the Debtors, the Reorganized Debtors, any of their insurers, or any other Entity otherwise have legal responsibility, or (ii) any liability of the Debtors, the Reorganized Debtors, any of their insurers, or any other Entity or the amount of any alleged liability, in respect of any personal injury actually or allegedly caused by any talc-containing allegedly asbestos-contaminated product manufactured, sold, supplied, produced, distributed, released, advertised, or marketed by the Debtors, the Reorganized Debtors, or any other Entity or for which the Debtors, the Reorganized Debtors, any of their insurers, or any other Entity otherwise have legal responsibility. Likewise, no decision of the PI Claims Administrator or the TAC (as defined in the PI Settlement Fund Agreement) to approve or make any distribution upon any Talc Personal Injury Claim shall be admissible as evidence of, or have any *res judicata*, collateral estoppel, or other preclusive or precedential effect regarding, liability to be imposed against the Debtors, the Reorganized Debtors, their Affiliates, or any other Entity, including, without

limitation, any insurer, other than the PI Settlement Fund. The Confirmation Order shall constitute findings and orders with regard to this Article VI.B. For the avoidance of doubt, the PI Claims Distribution Procedures and determination thereunder of the amount of and liability for any Talc Personal Injury Claims shall be for the sole purpose of distributing the recoveries provided by the Debtors to Class 9(a) under the Plan and for no other purpose. The insurers reserve all rights to defend and contest applicable causes of action or demands to the extent that they are brought against the insurers, or to the extent that such causes of action or demands seek recovery from the insurers.

C. The PI Claims Administrator

The identity of the PI Claims Administrator shall be disclosed in the Plan Supplement prior to entry of the Confirmation Order on the docket of the Chapter 11 Cases.

D. Certain Tax Matters

The PI Settlement Fund is intended to be treated, and shall be reported, as a "qualified settlement fund" for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes to the extent applicable. The PI Claims Administrator shall be the "administrator" of the PI Settlement Fund within the meaning of Treasury Regulations section 1.468B-2(k)(3).

The PI Claims Administrator shall be responsible for filing all tax returns of the PI Settlement Fund and the payment, out of the assets of PI Settlement Fund, of any taxes due by or imposed on the PI Settlement Fund.

The PI Claims Administrator may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the PI Settlement Fund for all taxable periods through the dissolution thereof. Nothing in this Article VI.D shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

ARTICLE VII.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided herein, all Executory Contracts or Unexpired Leases will be deemed assumed as of the Effective Date, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the Debtors; (2) are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; or (3) are the subject of a motion to reject such Executory Contracts or Unexpired Leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such rejection is on or after the Effective Date. The assumption or rejection of all executory contracts and unexpired leases in the Chapter 11 Cases or in the Plan shall be determined by the Debtors, with the consent of the Required Consenting BrandCo Lenders. Entry of the Confirmation Order

by the Bankruptcy Court shall constitute approval of such assumptions, assumptions and assignments, and the rejection of the Executory Contracts or Unexpired Leases listed on the Schedule of Rejected Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to reject Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed pursuant to this Article VII.A or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date or such later date as provided in this Article VII.A, shall revest in and be fully enforceable by the Debtors or the Reorganized Debtors, as applicable, in accordance with such Executory Contract and/or Unexpired Lease's terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including, without limitation, any "change of control" (whether direct or indirect) or "anti-assignment" provision, or similar provision implicated by a conversion of the form of entity of the Debtors or their Affiliates), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other rights, including default-related rights, due to the conversion of the form of entity of, as applicable, the Debtors or their Affiliates thereto. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, shall have the right to alter, amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases, including by way of adding or removing a particular Executory Contract or Unexpired Lease from the Schedule of Rejected Executory Contracts and Unexpired Leases, at any time through and including sixty (60) Business Days after the Effective Date; *provided that*, after the Confirmation Date, the Debtors may not subsequently reject any Unexpired Lease of nonresidential real property under which any Debtor is the lessee that was not previously rejected (or subject to a motion to reject) or designated as rejected on the Schedule of Rejected Executory Contracts and Unexpired Leases absent consent of the applicable lessor; *provided further that*, with respect to any Unexpired Lease subject to a dispute regarding (1) the amount of the Cure Claim, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under such Unexpired Lease to be assumed, if required, or (3) any other matter pertaining to assumption, the Debtors may reject such Unexpired Lease within 30 days following entry of a Final Order of the Bankruptcy Court resolving such dispute.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court or the Voting and Claims Agent and served on the Debtors or Reorganized Debtors, as applicable, by the later of (1) the applicable Claims Bar Date, and (2) thirty (30) calendar days after notice of such rejection is served on the applicable claimant. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be automatically Disallowed and

forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, including any Claims against any Debtor listed on the Schedules as unliquidated, contingent, or disputed. Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as Other General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any cure amount has been fully paid or for which the cure amount is $0 pursuant to this Article VII, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any Cure Claims shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Claim in Cash on the Effective Date or as soon as reasonably practicable thereafter, with such Cure Claim being $0.00 if no amount is listed in the Cure Notice, subject to the limitations described below, or on such other terms as the party to such Executory Contract or Unexpired Lease may otherwise agree. In the event of a dispute regarding (1) the amount of the Cure Claim, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, if required, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall only be made following the entry of a Final Order or orders resolving the dispute and approving the assumption or by mutual agreement between the Debtors or the Reorganized Debtors, as applicable, and the applicable counterparty, with the reasonable consent of the Required Consenting BrandCo Lenders.

At least fourteen (14) calendar days before the Confirmation Hearing, the Debtors shall distribute, or cause to be distributed, Cure Notices and proposed amounts of Cure Claims to the applicable Executory Contract or Unexpired Lease counterparties. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be Filed, served, and actually received by the Debtors at least seven (7) calendar days before the Confirmation Hearing. Any such objection to the assumption of an Executory Contract or Unexpired Lease shall be heard by the Bankruptcy Court on or before the Effective Date, unless a later date is agreed to between the Debtors or the Reorganized Debtors, on the one hand, and the counterparty to the Executory Contract or Unexpired Lease, on the other hand, or by order of the Bankruptcy Court; *provided*, *however*, that any such objection that is timely Filed by Broadstone Rev New Jersey, LLC or 540 Beautyrest Avenue, LLC shall be heard by the Bankruptcy Court on or before the Confirmation Date, unless a later date is agreed to between the Debtors or the Reorganized Debtors, on the one hand, and Broadstone Rev New Jersey, LLC or 540 Beautyrest Avenue, LLC, as applicable, on the other hand, or by order of the Bankruptcy

Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount shall be deemed to have assented to such assumption and/or cure amount.

The Debtors or Reorganized Debtors, as applicable, reserve the right to reject any Executory Contract or Unexpired Lease in resolution of any cure disputes. Notwithstanding anything to the contrary herein, if at any time the Bankruptcy Court determines that the Allowed Cure Claim with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable Cure Notice, the Debtors or Reorganized Debtors, as applicable, will have the right, at such time, to add such Executory Contract or Unexpired Lease to the Schedule of Rejected Executory Contracts and Unexpired Leases, in which case such Executory Contract or Unexpired Lease shall be deemed rejected as the Effective Date.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Debtor or defaults, whether monetary or nonmonetary, including defaults of provisions restricting a change in control or any bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date that the Debtors or Reorganized Debtors assume such Executory Contract or Unexpired Lease; *provided* that nothing herein shall prevent the Reorganized Debtors from (1) paying any Cure Claim despite the failure of the relevant counterparty to File such request for payment of such Cure Claim or (2) settling any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court, in each case in clauses (1) or (2), with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting 2020 B-2 Lenders. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed and cured shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

D. Pre-existing Obligations to the Debtors under Executory Contracts and Unexpired Leases

Notwithstanding any non-bankruptcy law to the contrary, the Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased, or services previously received, by the contracting Debtors from counterparties to rejected or repudiated Executory Contracts and Unexpired Leases. For the avoidance of doubt, the rejection of any Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Debtors under or in relation to such Executory Contracts and Unexpired Leases.

E. D&O Insurance

All of the Debtors' directors' and officers' liability insurance policies (including any "tail policies"), and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, the Debtors shall be deemed to have assumed all such directors' and officers' liability insurance policies and any agreements, documents, and instruments related thereto. In addition, on and after the Effective

Date, none of the Reorganized Debtors shall terminate or otherwise reduce, limit or restrict the coverage under any of the directors' and officers' liability insurance policies with respect to conduct occurring prior thereto, and, subject to and in accordance with the terms and conditions of the directors' and officers' liability insurance policies, all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such directors' and officers' insurance policy (including any "tail policies") for the full term of such policy regardless of whether such directors and/or officers remain in such positions after the Effective Date. Notwithstanding anything to the contrary in Article X.D and Article X.E, all of the Debtors' current and former officers' and directors' rights as beneficiaries of such insurance policies, if any, are preserved to the extent set forth herein.

F. Insurance Obligations

Subject to Article VIII.L.3 of the Plan, and except as otherwise expressly provided in this provision or elsewhere in the Plan, the Reorganized Debtors shall honor all of the Debtors' obligations under the Debtors' insurance policies, including, for the avoidance of doubt, any policies where a Debtor is an insured or counterparty, and any agreements, documents, or instruments relating thereto; *provided* that none of the Debtors, their Estates, the Reorganized Debtors, each of their respective Affiliates, or any other Entity shall have any obligation now or in the future to pay, reimburse, or otherwise satisfy any applicable Hair Straightening Deductible or SIR Obligations that are due or become due (or otherwise would become due) in the future under the terms of any insurance policy; *provided further*, *that* for the avoidance of doubt, the Reorganized Debtors shall honor the Debtors' obligations in respect of any Hair Straightening Claims Defense Costs.

For the avoidance of doubt, except as set forth in Articles VII.F and VIII.L.3 of the Plan, all of the Debtors' insurance policies, including, for the avoidance of doubt, any policies where a Debtor is an insured or counterparty, and all rights and obligations of the Debtors thereunder will automatically become vested, unaltered, in the applicable Reorganized Debtors as of the Effective Date without necessity for further approvals or orders. Subject to Articles VII.F and VIII.L.3 of the Plan, nothing in the Plan shall alter, modify, amend, affect, impair, or prejudice the legal, equitable, or contractual rights, obligations, or defenses of the Debtors, the Reorganized Debtors, Zurich, Chubb, or any other individual or entity, as applicable, under (or affect the coverage, including any coverage for Hair Straightening Claims, under) the Debtors' insurance policies, including, for the avoidance of doubt, any policies where a Debtor is an insured or counterparty.

This Article VII.F shall not apply to any of the Debtors' directors' and officers' insurance policies, which are subject to Article VII.E of the Plan.

G. Special Provisions Regarding Zurich Insurance Contracts and Chubb Insurance Contracts

Notwithstanding anything to the contrary in the Definitive Documents, any Cure Notice, any bar date notice or claim objection, any documents related to any of the foregoing or any other order of the Bankruptcy Court (including, without limitation, any provision that purports

to be preemptory or supervening, grants an injunction, discharge or release, confers Bankruptcy Court jurisdiction or requires a party to opt out of any releases):

1. On the Effective Date, and subject to the compromise set forth in, and as modified by, subsection 6 of this Article VII.G of the Plan, each applicable Reorganized Debtor shall assume all Zurich Insurance Contracts and all Chubb Insurance Contracts which identify the applicable Debtor as an insured or as a counterparty thereto to the full extent of the relationship between the applicable Debtor and Zurich or the applicable Debtor and Chubb, pursuant to sections 105 and 365 of the Bankruptcy Code, and the entry of the Confirmation Order will constitute both approval of such assumption and a finding by the Bankruptcy Court that such assumption is in the best interests of the Estates;

2. Except as expressly set forth in Articles VII.F and VIII.L.3 of the Plan, on and after the Effective Date, the Reorganized Debtors shall become and remain liable in full for all of their and the Debtors' obligations under the Zurich Insurance Contracts and the Chubb Insurance Contracts in accordance with the terms thereof, regardless of when they arise, without the need or requirement for Zurich or Chubb to file or serve any Proof of Claim, Cure Claim, or a request, application, claim, proof or motion for payment or allowance of any Administrative Claim;

3. Except as expressly set forth in Articles VII.F and VIII.L.3 of the Plan, nothing alters, modifies, or otherwise amends the terms and conditions of the Zurich Insurance Contracts or the Chubb Insurance Contracts, any reinsurance agreements related thereto, and any rights and obligations (including, without limitation, any obligations or liabilities of any of the Debtors' Affiliates) and coverage thereunder shall be determined under the Zurich Insurance Contracts and the Chubb Insurance Contracts, as applicable, and applicable non-bankruptcy law as if the Chapter 11 Cases had not occurred;

4. Except as expressly set forth in Articles VII.F and VIII.L.3 of the Plan, nothing alters or modifies the duty, if any, of Zurich or Chubb to pay claims covered by the Zurich Insurance Contracts or the Chubb Insurance Contracts, as applicable, or Zurich's or Chubb's right to seek payment or reimbursement from the Debtors or the Reorganized Debtors or to draw on any collateral or security therefor in accordance with the terms of the Zurich Insurance Contracts or the Chubb Insurance Contracts, as applicable;

5. The automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article X.G of the Plan, if and to the extent applicable, shall be deemed lifted and/or modified without further order of the Bankruptcy Court, solely to permit: (i)(A) Holders of valid Workers' Compensation Claims to proceed with such Workers' Compensation Claims and (B) Holders of direct action claims against Zurich or Chubb under applicable non-bankruptcy law to proceed with such direct action claims; *provided* that the foregoing clause (i)(B) shall be without prejudice to any defenses that the Reorganized Debtors might assert to any claim asserted by Zurich or Chubb against the Reorganized Debtors arising from any payment by Zurich or Chubb on account of any such claim; and *provided, further,* that any recoveries or payments on account of such claims shall be in accordance with and subject to Articles VII.F and VIII.L.3 of the Plan; (ii) Zurich and Chubb to administer, handle, defend, settle, and/or pay, in the ordinary course of

business and without further order of this Bankruptcy Court, subject to Articles VII.F and VIII.L.3 of the Plan and the terms of the applicable Zurich Insurance Contracts or Chubb Insurance Contracts, (A) Workers' Compensation Claims, (B) Claims where the Holder asserts a direct claim against Zurich or Chubb under applicable non-bankruptcy law or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in Article X.G of the Plan to proceed with its claim, (C) Claims or Causes of Action by Hair Straightening Claimants seeking to recover amounts due under any insurance policy in excess of any applicable Hair Straightening Deductible or SIR Obligation on account of Hair Straightening Claims, and (D) all costs in relation to each of the foregoing; and (iii) Zurich or Chubb to take, in their sole discretion, other actions relating to, as applicable, the Zurich Insurance Contracts or the Chubb Insurance Contracts (including effectuating a setoff), to the extent permissible under applicable non-bankruptcy law, and in accordance with the terms of the Zurich Insurance Contracts or Chubb Insurance Contracts, as applicable, and subject to Articles VII.F and VIII.L.3 of the Plan; and

6. The terms set forth in Articles VII.F and VIII.L.3 of the Plan with respect to Hair Straightening Claims are compromises between (i) the Debtors and Zurich with respect to Zurich's potential objections to the Plan and treatment of Hair Straightening Deductible or SIR Obligations, and (ii) the Debtors and Chubb with respect to Chubb's potential objections to the Plan and treatment of Hair Straightening Deductible or SIR Obligations, and the Hair Straightening Claimants have consented or shall be deemed to consent to such compromises set forth in the foregoing clauses (i) and (ii), and any Zurich Insurance Contracts and Chubb Insurance Contracts that provide coverage for Hair Straightening Claims are modified solely as set forth in Articles VII.F and VIII.L.3 of the Plan; and for the avoidance of doubt, Zurich and Chubb shall not be deemed to release the Debtors, the Reorganized Debtors, and/or any of the Debtors' Affiliates of any obligations under the Zurich Insurance Contracts and the Chubb Insurance Contracts, as applicable, except as specifically set forth in Articles VII.F and VIII.L.3 of the Plan.

H. Indemnification Provisions

Except as otherwise provided in the Plan, on and as of the Effective Date, any of the Debtors' indemnification rights with respect to any contract or agreement that is the subject of or related to any litigation against the Debtors or Reorganized Debtors, as applicable, shall be assumed by the Reorganized Debtors and otherwise remain unaffected by the Chapter 11 Cases.

I. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Unless otherwise provided in the Plan or by separate order of the Bankruptcy Court, each Executory Contract or Unexpired Lease that is assumed shall include (1) all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affect such Executory Contract or Unexpired Lease, and (2) all Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, reciprocal easement agreements and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated pursuant to an order of the Bankruptcy Court or under the Plan.

Except as otherwise provided by the Plan or by separate order of the Bankruptcy Court, modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases and actions taken in accordance therewith (1) shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims against any Debtor that may arise in connection therewith, (2) are not and do not create postpetition contracts or leases, (3) do not elevate to administrative expense priority any Claims of the counterparties to such Executory Contracts and Unexpired Leases against any of the Debtors, and (4) do not entitle any Entity to a Claim against any of the Debtors under any section of the Bankruptcy Code on account of the difference between the terms of any prepetition Executory Contracts or Unexpired Leases and subsequent modifications, amendments, supplements, or restatements.

J. Reservation of Rights

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases or any Cure Notice, nor anything contained in the Plan or the Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If, prior to the Effective Date, there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, or Reorganized Debtors, as applicable, shall have forty-five (45) calendar days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

K. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

L. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) that had not been rejected as of the date of Confirmation will survive and remain obligations of the applicable Reorganized Debtor.

ARTICLE VIII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed

Unless otherwise provided in the Plan, on the Effective Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim), each Holder of an Allowed Claim shall be entitled to receive the full amount of the distributions that the Plan provides for Allowed Claims in each applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims (which will only be made if and when they become Allowed Claims) shall be made pursuant to the provisions set forth in Article IX of the Plan. Except as otherwise expressly provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date. The Debtors shall have no obligation to recognize any transfer of Claims against any Debtor or privately held Interests occurring on or after the Distribution Record Date. Distributions to Holders of Claims or Interests related to public securities shall be made to such Holders in exchange for such securities, which shall be deemed canceled as of the Effective Date.

B. Distributions on Account of Obligations of Multiple Debtors

For all purposes associated with distributions under the Plan, each Class 9 General Unsecured Claim that has been asserted against multiple debtors will be treated as a single Claim and shall result in a single distribution under the Plan.

C. Disbursing Agent

Except as otherwise provided in the Plan, all distributions under the Plan shall be made by the Disbursing Agent on the Effective Date or as soon as reasonably practicable thereafter. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

D. Rights and Powers of Disbursing Agent

1. Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and out-of-pocket expenses incurred by the Disbursing Agent on or after the Effective Date

(including taxes other than any income taxes) and any reasonable compensation and out-of-pocket expense reimbursement claims (including reasonable and documented attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors; *provided* that all such expenses, compensation, and reimbursement claims of the GUC Administrator, the PI Claims Administrator, or the Unsecured Notes Indenture Trustee shall be paid from the GUC Trust/PI Fund Operating Reserve.

E. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions

(a) Delivery of Distributions to Holders of Allowed Credit Agreement Claims

Except as otherwise provided in the Plan, all distributions under the Plan on account of an Allowed FILO ABL Claim, OpCo Term Loan Claim, 2020 Term B-1 Loan Claim, or 2020 Term B-2 Loan Claim shall be made by the Reorganized Debtors or the Disbursing Agent, as applicable, to the Holder of record of such Allowed Claim as of the Distribution Record Date (as determined and maintained by the ABL Agent, 2016 Agent, or BrandCo Agent, as applicable) or as otherwise reasonably directed by such Holder to the Disbursing Agent. For the avoidance of doubt, to the extent permitted by the 2016 Credit Agreement, all distributions under the Plan on account of an Allowed 2016 Term Loan Claim (other than any Allowed 2016 Term Loan Claim held by a Released Party) shall be subject to, and shall not limit the ability of the 2016 Agent to offset, any 2016 Agent Surviving Indemnity Obligations.

(b) Delivery of Distributions to Unsecured Notes Indenture Trustee

In the event that Class 8 votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, (i) distributions to be made to Holders of Allowed Unsecured Notes Claims shall be made to, or at the reasonable direction of, the Unsecured Notes Indenture Trustee, which shall transmit or direct the transmission of such distributions to Holders of Allowed Unsecured Notes Claims, subject to the priority and charging lien rights of the Unsecured Notes Indenture Trustee, in accordance with the Unsecured Notes Indenture and the Plan, (ii) the Unsecured Notes Indenture Trustee, subject to the payment of its fees and expenses to the extent set forth in the Plan, shall transfer or direct the transfer of such distributions through the facilities of DTC, and (iii) the Unsecured Notes Indenture Trustee shall be entitled to recognize and deal for all purposes under the Plan with Holders of the Unsecured Notes Claims to the extent consistent with the customary practices of DTC, and all distributions to be made to Holders of Unsecured Notes Claims shall be delivered to the Unsecured Notes Indenture Trustee in a form that is eligible to be distributed through the facilities of DTC. If Class 8 votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, distributions in respect of the Consenting Unsecured Noteholder Recovery shall be made to each Holder of Unsecured Notes Claims that has voted to accept the Plan on account of such Claims and that otherwise qualifies as a Consenting Unsecured Noteholder according to the information provided on such Holder's ballot or the applicable master ballot, as applicable, in respect of such vote, and such distributions shall be made at the expense of the Debtors with the assistance of the Voting and Claims Agent and shall be subject to all charging lien and priority distribution rights of the Unsecured Notes Indenture

Trustee to the extent provided in the Unsecured Notes Indenture with respect to any unpaid fees and expenses as of the Effective Date.

(c) Delivery of Distributions in General

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims (other than Holders specified in Article VIII.E.1(a) or (b)) or Interests shall be made to Holders of record as of the Distribution Record Date by the Reorganized Debtors or the applicable Disbursing Agent: (i) to the signatory set forth on any of the Proofs of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have been notified in writing of a change of address); (ii) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors after the date of any related Proof of Claim; (iii) at the addresses reflected in the Schedules if no Proof of Claim has been Filed and the Reorganized Debtors have not received a written notice of a change of address; or (iv) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf. The Debtors and the Reorganized Debtors shall not incur any liability whatsoever on account of any distributions under the Plan, except in the event of gross negligence or willful misconduct, as determined by a Final Order of a court of competent jurisdiction. Subject to this Article VIII, distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Reorganized Debtors, and the Disbursing Agents, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan, except in the event of actual fraud, gross negligence, or willful misconduct, as determined by a Final Order of a court of competent jurisdiction.

2. Record Date of Distributions

As of the close of business on the Distribution Record Date, the various transfer registers for each Class of Claims as maintained by the Debtors or their respective agents shall be deemed closed, and there shall be no further changes in the record Holders of any Claims. The Disbursing Agent shall have no obligation to recognize any transfer of Claims occurring on or after the Distribution Record Date. In addition, with respect to payment of any cure amounts or disputes over any cure amounts, neither the Debtors nor the Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable Executory Contract or Unexpired Lease as of the Effective Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Cure Claim. For the avoidance of doubt, the Distribution Record Date shall not apply to distributions to Holders of Unsecured Notes Claims, the Holders of which shall receive distributions, if applicable, in accordance with Article VIII.E.1(b) of the Plan.

3. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the Reorganized Debtors, on the one hand, and the Holder of a Disputed Claim, on the other hand, or as set forth in a Final Order, no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all of the Disputed Claim has become an

Allowed Claim or has otherwise been resolved by settlement or Final Order; *provided* that, if the Reorganized Debtors do not dispute a portion of an amount asserted pursuant to an otherwise Disputed Claim, the Disbursing Agent may make a partial distribution on account of that portion of such Claim that is not Disputed at the time and in the manner that the Disbursing Agent makes distributions to similarly situated Holders of Allowed Claims pursuant to the Plan. Any dividends or other distributions arising from property distributed to Holders of Allowed Claims in a Class and paid to such Holders under the Plan shall also be paid, in the applicable amounts, to any Holder of a Disputed Claim in such Class that becomes an Allowed Claim after the date or dates that such dividends or other distributions were earlier paid to Holders of Allowed Claims in such Class.

4. Minimum Distributions

No partial distributions or payments of fractions of New Securities shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Interest, as applicable, would otherwise result in the issuance of a number of New Securities that is not a whole number, the actual distribution of New Securities shall be rounded as follows: (a) fractions of greater than one-half (1/2) shall be rounded to the next higher whole number and (b) fractions of one-half (1/2) or less than one-half (1/2) shall be rounded to the next lower whole number with no further payment therefor. The total number of authorized shares of New Securities to be distributed pursuant to the Plan may (at the Debtors' discretion) be adjusted as necessary to account for the foregoing rounding.

Notwithstanding any other provision of the Plan, no Cash payment valued at less than $100.00, in the reasonable discretion of the Disbursing Agent and the Reorganized Debtors, shall be made to a Holder of an Allowed Claim on account of such Allowed Claim. Such Allowed Claims to which this limitation applies shall be discharged and its Holder forever barred from asserting that Claim against the Reorganized Debtors or their property.

5. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided*, *however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the later of (a) the Effective Date and (b) the date of the distribution. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, state, or other jurisdiction escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or Interest in property shall be discharged and forever barred. The Reorganized Debtors and the Disbursing Agent shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

Checks issued on account of Allowed Claims shall be null and void if not negotiated within one hundred eighty (180) calendar days from and after the date of issuance thereof.

Requests for reissuance of any check must be made directly and in writing to the Disbursing Agent by the Holder of the relevant Allowed Claim within the 180-calendar day period. After such date, the relevant Allowed Claim (and any Claim for reissuance of the original check) shall be automatically discharged and forever barred, and such funds shall revert to the Reorganized Debtors (notwithstanding any applicable federal, provincial, state or other jurisdiction escheat, abandoned, or unclaimed property laws to the contrary).

A distribution shall be deemed unclaimed if a Holder has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to the Reorganized Debtors of an intent to accept a particular distribution; (c) responded to the Debtors' or Reorganized Debtors' requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

F. Manner of Payment

At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check, wire transfer, automated clearing house, or credit card, or as otherwise required or provided in applicable agreements.

G. Registration or Private Placement Exemption

The New Securities are or may be "securities," as defined in Section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code, and applicable state securities laws.

1. Section 1145 of the Bankruptcy Code

Pursuant to section 1145 of the Bankruptcy Code, the offer, issuance, and distribution of the New Securities (other than the Reserved Shares or any Unsubscribed Shares, as described in Article VIII.G.2) by Reorganized Holdings as contemplated by the Plan (including the issuance of New Common Stock upon exercise of the Equity Subscription Rights and/or the New Warrants) is exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration prior to the offering, issuance, distribution or sale of securities. The New Securities issued by Reorganized Holdings pursuant to section 1145 of the Bankruptcy Code (1) are not "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (2) are freely tradable and transferable by any initial recipient thereof that (a) is not an "affiliate" of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (b) has not been such an "affiliate" within ninety (90) calendar days of such transfer, (c) has not acquired the New Securities from an "affiliate" within one year of such transfer and (d) is not an entity that is an "underwriter" as defined in section 1145(b) of the Bankruptcy Code; *provided* that transfer of the New Securities may be restricted by the LLC Agreement, the other New Organizational Documents, the New Shareholders' Agreement, if any, and the New Warrant Agreement.

2. Section 4(a)(2) of the Securities Act

The offer (to the extent applicable), issuance, and distribution of the Reserved Shares and the Unsubscribed Shares shall be exempt (including with respect to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code) from

registration under the Securities Act pursuant to Section 4(a)(2) thereof and/or Regulation D thereunder. Therefore, the Reserved Shares and the Unsubscribed Shares will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration or an applicable exemption from registration under the Securities Act and other applicable law. In that regard, each of the Equity Commitment Parties has made customary representations to the Debtors, including that each is an "accredited investor" (within the meaning of Rule 501(a) of the Securities Act) or a qualified institutional buyer (as defined under Rule 144A promulgated under the Securities Act).

3. DTC

Should the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the New Securities through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of transfers, exercise, removal of restrictions, or conversion of New Securities under applicable U.S. federal, state or local securities laws.

DTC shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Securities are exempt from registration and/or eligible for DTC book-entry delivery, settlement and depository services. Each Entity that becomes a Holder of New Common Stock indirectly through the facilities of DTC will be deemed bound by the terms and conditions of the LLC Agreement and other applicable New Organizational Documents and shall be deemed to be a beneficial owner of New Common Stock subject to the terms and conditions of the LLC Agreement.

Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Stock or the New Warrants (or New Common Stock issued upon exercise of the New Warrants) are exempt from registration and/or eligible for DTC book-entry delivery, settlement and depository services.

H. Compliance with Tax Requirements

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information, documentation, and certifications necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable or appropriate. All Persons holding Claims against any Debtor shall be required to provide any information necessary for the Reorganized Debtors to comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit. The Reorganized Debtors reserve the right to allocate any

distributions made under the Plan in compliance with applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

Notwithstanding any other provision of the Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit on account of such distribution.

I. No Postpetition or Default Interest on Claims

Unless otherwise specifically provided for in an order of the Bankruptcy Court, the Plan, the Final DIP Order, or the Confirmation Order, postpetition interest shall not accrue or be paid on any Claims and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any such Claim for purposes of distributions under the Plan.

J. Allocations

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to the remaining portion of such Allowed Claim, if any.

K. Setoffs and Recoupment

The Debtors or the Reorganized Debtors may, but shall not be required to, setoff against or recoup any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any claims, rights, and Causes of Action of any nature whatsoever that the Debtors or the Reorganized Debtors, as applicable, may have against the Holder of such Allowed Claim pursuant to the Bankruptcy Code or applicable nonbankruptcy law, to the extent that such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (pursuant to the Plan or otherwise); *provided*, *however*, that the failure of the Debtors or the Reorganized Debtors, as applicable, to do so shall not constitute a waiver, abandonment or release by the Debtors or the Reorganized Debtors of any such Claim they may have against the Holder of such Claim.

Notwithstanding anything to the contrary in the Plan, nothing in the Plan shall modify the rights, if any, of Broadstone Rev New Jersey, LLC and 540 Beautyrest Avenue, LLC, solely to the extent that either such entity is a counterparty to any Unexpired Lease of nonresidential real property, to assert any right of setoff or recoupment that such party may have under applicable bankruptcy or non-bankruptcy law, subject to section 553 of the Bankruptcy Code and any other applicable bankruptcy law, including, but not limited to: (1) the ability, if any, of such parties to setoff or recoup a security deposit held pursuant to the terms of their Unexpired Lease with the Debtors, or any successors to the Debtors, under the Plan; (2) assertion of rights of setoff or recoupment, if any, in connection with Claims reconciliation; or (3) assertion of setoff or recoupment as a defense, if any, against any claim or action by the Debtors. The Debtors rights with respect thereto are expressly reserved.

L. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtors or the Reorganized Debtors, as applicable, shall reduce a Claim against any Debtor, and such Claim (or portion thereof) shall be Disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment on account of such Claim from a party that is not a Debtor or a Reorganized Debtor, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and also receives payment from a party that is not a Debtor or a Reorganized Debtor, as applicable, on account of such Claim, such Holder shall, within fourteen (14) days of receipt of such payment, repay or return the distribution to the applicable Reorganized Debtor to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen day grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy (other than a Talc Personal Injury Claim administered pursuant to the PI Claims Distribution Procedures). For the avoidance of doubt, the PI Claims Distribution Procedures and determination thereunder of the amount of and liability for any Talc Personal Injury Claims shall be for the sole purpose of distributing the recoveries provided by the Debtors to Class 9(a) under the Plan and for no other purpose. The insurers reserve all rights to defend and contest applicable causes of action or demands to the extent that they are brought against the insurers, or to the extent that such causes of action or demands seek recovery from the insurers. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim against any Debtor, then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in the Plan, including this Article VIII.L.3, (a) payments to Holders of Claims covered by the Debtors' insurance policies shall be in accordance with the provisions of any applicable insurance policy, and (b) nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors, the Reorganized Debtors, or any Person (including any Holder of a Hair Straightening Claim) or Entity may hold against any other Entity, including insurers, under any policies of insurance. Except as expressly set forth in this Article VIII.L.3 or in Articles VII.F, VIII.L.2 or IX.A.6 of the Plan, nothing contained herein shall

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constitute or be deemed a waiver by such insurers of any rights or defenses, including coverage defenses, held by such insurers.

Except with respect to the Debtors' directors' and officers' insurance policies, and notwithstanding any provisions to the contrary in any of the Debtors' insurance policies, the applicable insurers shall have no obligation to pay any amounts that are within any applicable and unexhausted deductibles or self-insured retentions on account of any Hair Straightening Claims (a "Hair Straightening Deductible or SIR Obligation") under any applicable insurance policy on account of Hair Straightening Claims that are discharged pursuant to the Plan and applicable law. Holders of Allowed Hair Straightening Claims shall have no right to receive, and shall be deemed to have waived any such right to receive, from any applicable insurer any amounts that are within a Hair Straightening Deductible or SIR Obligation of an insurance policy, and Holders of Allowed Hair Straightening Claims shall be subject to and receive distributions solely pursuant to Article III.C.12 of the Plan, if any, on account of such amounts within a Hair Straightening Deductible or SIR Obligation, which treatment shall satisfy and exhaust, in full, any obligation of the Debtors, their Estates, the Reorganized Debtors, their Affiliates, insurers, or any other obligor under the applicable policy or policies to pay, reimburse, or otherwise satisfy any Hair Straightening Deductible or SIR Obligation, regardless of the amount or availability of the distribution. No insurer shall have a Claim or other Cause of Action against the Debtors, their Estates, the Reorganized Debtors, their Affiliates, or any other Entity for any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs. Nothing herein shall in any way affect an insurance company's obligations under any insurance policy issued or providing coverage to the Debtors, their Estates, or the Reorganized Debtors to pay amounts due under any insurance policy, including amounts in excess of any applicable Hair Straightening Deductible or SIR Obligation; *provided* nothing herein will require any insurer to pay the amount of any judgment or settlement within an unpaid Hair Straightening Deductible or SIR Obligations. For the avoidance of doubt, the automatic stay and the injunctions in Article X.G of the Plan do not apply to Causes of Action by Hair Straightening Claimants seeking to recover amounts due under any insurance policy in excess of any applicable Hair Straightening Deductible or SIR Obligation on account of Hair Straightening Claims once they are fully and finally liquidated in accordance with Article IX.A.6 of the Plan. The applicable insurer will be entitled to reduce the amount payable to a Hair Straightening Claimant on account of any settlement or judgment entered with respect to a Hair Straightening Claim in full dollars for any Hair Straightening Deductible or SIR Obligations applicable to such Claim pursuant to the applicable insurance policy.

All insurers under the Debtors' insurance policies are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtors, the Reorganized Debtors, any of their respective Affiliates, or any other Entity, or any assets of the Debtors, the Reorganized Debtors, any of their respective Affiliates, or any other Entities, or any collateral or security provided by or on behalf of the Debtors, the Reorganized Debtors, any of their respective Affiliates, and/or any other Entities: (a) commencing or continuing in any manner any cause of action, lawsuit, or other proceeding of any kind seeking to recover any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection

with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; (d) asserting any right of setoff, subrogation, contribution, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs.

For clarity, to preserve coverage under any Debtors' insurance policies, Holders of Hair Straightening Claims specifically reserve, and do not release, any claims they may have against the Debtors that implicate coverage under any of the Debtors' insurance policies, but recourse is limited to the proceeds of the Debtors' insurance policies in excess of any applicable Hair Straightening Deductible or SIR Obligations, and all other damages (including extra-contractual damages), awards, judgments in excess of policy limits, penalties, punitive damages, and attorney's fees and costs that may be recoverable from any of the Debtors (solely to the extent of distributions available under and in accordance with Article III.C.12 of the Plan, if any) or any of the Debtors' insurers consistent with the Plan.

For the avoidance of doubt, Holders of Hair Straightening Claims shall have no claims or recourse against the Debtors, the Reorganized Debtors, or any of their respective Affiliates, and the sole recovery on account of Hair Straightening Claims, if any, shall be from the Debtors' insurance policies, if permitted and in accordance with the terms of such policies and the Plan.

To the extent that it is determined by a Final Order that this Article VIII.L.3 does not apply to any insurance policy, the Reorganized Debtors shall not be deemed to have assumed such policy or policies and shall not be obligated to honor any obligations under such policy or policies pursuant to Article VII.F of the Plan. The foregoing sentence shall not apply to the Zurich Insurance Contracts or the Chubb Insurance Contracts, which are assumed pursuant to and in accordance with the terms of Article VII.G of the Plan.

M. Foreign Current Exchange Rate

As of the Effective Date, any Claim asserted in a currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate on the Petition Date, as quoted at 4:00 p.m. (prevailing Eastern time), midrange spot rate of exchange for the applicable currency as published in the Wall Street Journal, National Edition, on the day after the Petition Date.

ARTICLE IX.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Resolution of Disputed Claims

1. Allowance of Claims

After the Effective Date, each of the Reorganized Debtors (and, with respect to the administration of General Unsecured Claims, the GUC Administrator or the PI Claims Administrator, as applicable) shall have and retain any and all rights and defenses such Debtor had with respect to any Claim immediately before the Effective Date. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim against any Debtor shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code, or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim. For the avoidance of doubt, all references in this Article IX to (a) the GUC Administrator shall apply only in the event the GUC Trust is created in accordance with the Plan and only with respect to Claims in Classes 9(b), (c), and (d), and (b) the PI Claims Administrator shall apply only in the event the PI Settlement Fund is created in accordance with the Plan and only with respect to Claims in Class 9(a).

2. Claims and Interests Administration Responsibilities

Except as otherwise specifically provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Reorganized Debtors (or any authorized agent or assignee thereof), the GUC Administrator, and the PI Claims Administrator, as applicable, shall have the sole authority to: (a) File, withdraw, or litigate to judgment objections to Claims against any of the Debtors; (b) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (c) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor (and, solely with respect to the administration of General Unsecured Claims, the GUC Administrator or the PI Claims Administrator, as applicable) shall have and retain any and all rights and defenses that any Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest.

3. Estimation of Claims

Before or after the Effective Date, the Debtors or the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim against

any Debtor that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Disputed, contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim; *provided*, *however*, that such limitation shall not apply to Claims against any of the Debtors requested by the Debtors to be estimated for voting purposes only.

Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before fourteen (14) calendar days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims against any of the Debtors may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

4. Adjustment to Claims Without Objection

Any duplicate Claim or Interest, any Claim against any Debtor that has been paid or satisfied, or any Claim against any Debtor that has been amended or superseded, canceled, or otherwise expunged (including pursuant to the Plan), may, in accordance with the Bankruptcy Code and Bankruptcy Rules, be adjusted or expunged (including on the Claims Register, to the extent applicable) by the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator, as applicable, without the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court. Additionally, any Claim or Interest that is duplicative or redundant with another Claim or Interest against the same Debtor may be adjusted or expunged on the Claims Register at the direction of the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator, as applicable, without the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

5. Time to File Objections to Claims

Any objections to Claims against any of the Debtors shall be Filed on or before the Claims Objection Deadline.

6. Liquidation of Hair Straightening Claims

Hair Straightening Claims evidenced by a Hair Straightening Proof of Claim shall be liquidated in the Hair Straightening MDL or, in the event that the Hair Straightening MDL has

been terminated, in the United States District Court for the Southern District of New York consistent with the applicable provisions of 28 U.S.C. §§ 157 and 1334.

The Plan shall constitute an objection to each Hair Straightening Claim. On or after the later of (a) the Effective Date and (b) the date of entry of an order in the MDL permitting potential plaintiffs to file complaints directly in the Hair Straightening MDL (the "MDL Direct Filing Order"), each Hair Straightening Claimant that has properly filed a Hair Straightening Proof of Claim shall file a complaint naming the applicable Debtor(s) in the Hair Straightening MDL or, if the Hair Straightening MDL has terminated or is otherwise the inapplicable forum for such action, in the United States District Court for the Southern District of New York consistent with the applicable provisions of 28 U.S.C. §§ 157 and 1334, for the purpose of liquidating such Hair Straightening Claim against the applicable Debtor(s) (any such action, a "Hair Straightening Liquidation Action"). All Hair Straightening Liquidation Actions must be commenced no later than the later of (a) September 14, 2023, (b) 90 days after entry of the MDL Direct Filing Order, and (c) solely with respect to a Hair Straightening Claimant who is diagnosed after the Hair Straightening Bar Date, six (6) months from the date of the applicable diagnosis by a licensed medical doctor. Any Hair Straightening Claim for which a Hair Straightening Liquidation Action is not timely commenced pursuant to the foregoing sentence shall be disallowed.

The injunction set forth in Article X.G of the Plan is modified solely for the purpose of allowing Hair Straightening Claimants that have properly filed a Hair Straightening Proof of Claim to file and pursue Hair Straightening Liquidation Actions against the applicable Debtor(s) in the Hair Straightening MDL or in the United States District Court for the Southern District of New York consistent with the applicable provisions of 28 U.S.C. §§ 157 and 1334, as applicable.

For the avoidance of doubt, a settlement or judgment, if any, in respect of a Hair Straightening Claim, including in respect of any Hair Straightening Liquidation Action, to the extent not paid by insurance, shall be treated as an Other General Unsecured Claim and receive a distribution pursuant to the Plan, including Article III of the Plan, shall constitute and remain a prepetition Claim discharged against the Reorganized Debtors and their assets, and shall not, in any event, be recoverable against the Reorganized Debtors or their assets.

For the avoidance of doubt, this Article IX.A.6 applies solely to Hair Straightening Claims for which a timely and properly filed Hair Straightening Proof of Claim has been filed.

B. Disallowance of Claims

Any Claims against any of the Debtors held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code, or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Reorganized Debtors. Subject in all respects to Article IV.P, all Proofs of Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective

Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided herein or otherwise agreed to by the Debtors or the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator, as applicable, any and all Proofs of Claim filed after the applicable Claims Bar Date shall be deemed Disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Filed Claim has been deemed timely Filed by a Final Order.

C. Amendments to Proofs of Claim

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Proof of Claim or Interest may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator, as applicable, and any such new or amended Proof of Claim Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Bankruptcy Court; *provided*, *however*, that the foregoing shall not apply to Administrative Claims or Professional Compensation Claims.

D. No Distributions Pending Allowance

Notwithstanding anything to the contrary herein, if any portion of a Claim against any Debtor is Disputed, or if an objection to a Claim against any Debtor or portion thereof is Filed as set forth in this Article IX, no payment or distribution provided under the Plan shall be made on account of such Claim or portion thereof unless and until such Disputed Claim becomes an Allowed Claim.

E. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Allowed Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Allowed Claim, without any interest, dividends, or accruals to be paid on account of such Allowed Claim unless required under applicable bankruptcy law.

F. No Interest

Unless otherwise expressly provided by section 506(b) of the Bankruptcy Code or as specifically provided for herein or by order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims against any of the Debtors, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and

without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim; *provided*, *however*, that nothing in this Article IX.F shall limit any rights of any Governmental Unit to interest under sections 503, 506(b), 1129(a)(9)(A) or 1129(a)(9)(C) of the Bankruptcy Code or as otherwise provided for under applicable law.

ARTICLE X.

SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Interests, and Controversies

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for, and as a requirement to receive, the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith global and integrated compromise and settlement (the "Plan Settlement") of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that any Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest, as well as any and all actual and potential disputes between and among the Company Entities (including, for clarity, between and among the BrandCo Entities, on the one hand, and the Non-BrandCo Entities on the other and including, with respect to each Debtor, such Debtors' Estate), the Creditors' Committee, the Consenting BrandCo Lenders, the Consenting 2016 Lenders, and each other Releasing Party and all other disputes that might impact creditor recoveries, including, without limitation, any and all issues relating to (1) the allocation of the economic burden of repayment of the ABL DIP Facility and Term DIP Facility and/or payment of adequate protection obligations provided pursuant to the Final DIP Order among the Debtors; (2) any and all disputes that might be raised impacting the allocation of value among the Debtors and their respective assets, including any and all disputes related to the Intercompany DIP Facility; and (3) any and all other Settled Claims, including the Financing Transactions Litigation Claims. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan Settlement as well as a finding by the Bankruptcy Court that the Plan Settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. The Plan Settlement is binding upon all creditors and all other parties in interest pursuant to section 1141(a) of the Bankruptcy Code. In accordance with the provisions of the Plan, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

B. Discharge of Claims and Termination of Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including

any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default or "event of default" by the Debtors or their Affiliates with respect to any Claim or Interest on account of the Filing of the Chapter 11 Cases or the Canadian Recognition Proceeding shall be deemed cured (and no longer continuing). The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

C. Release of Liens

Except as otherwise specifically provided in the Plan, or any other Definitive Document, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, discharged, and compromised, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall revert to the Reorganized Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such mortgages, deeds of trust, Liens, pledges, or other security interests.

In addition, the ABL Agents, BrandCo Agent, 2016 Agent, ABL DIP Facility Agent, and Term DIP Facility Agent shall execute and deliver all documents reasonably requested by the Debtors, the Reorganized Debtors, or the Exit Facilities Agents, as applicable, to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Debtors or Reorganized Debtors to file UCC-3 termination statements or other jurisdiction equivalents (to the extent applicable) with respect thereto.

D. Releases by the Debtors

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

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

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (1) to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, any rights of the Debtors and the Reorganized Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action in response to such Causes of Action; *provided* that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action may not be asserted against any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Causes of Action set forth in the Schedule of Retained Causes of Action, including any Retained Preference Action, (3) any Cause of Action against any Excluded Party, (4) any commercial Cause of

Action arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (5) any Cause of Action against a Holder of a Disputed Claim, to the extent such Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, or (6) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

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

E. <u>Releases by the Releasing Parties</u>

As of the Effective Date, each of the Releasing Parties other than the Debtors is deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the Holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the BrandCo Entities, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the

business or contractual arrangements between any Debtor and any Releasing Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

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

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

F. <u>Exculpation</u>

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

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

Nothing in the Plan shall limit the liability of attorneys to their respective clients pursuant to Rule 1.8(h) of the New York Rules of Professional Conduct.

G. Injunction

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

H. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order), shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Recoupment

In no event shall any Holder of a Claim be entitled to recoup such Claim against any Claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

J. Protection Against Discriminatory Treatment

In accordance with section 525 of the Bankruptcy Code, and consistent with paragraph 2 of Article VI of the United States Constitution, all Entities, including Governmental Units, shall not discriminate against any Reorganized Debtor, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

K. Direct Action Claims

Subject to Articles VII.F and VIII.L.3 of the Plan, nothing contained in the Plan shall impair or otherwise affect the right, if any, of a Holder of a Claim, under applicable non-bankruptcy law, to assert direct claims solely against the Debtors' insurers. Except as explicitly set forth in Articles VII.G.5, IX.A.6, and VIII.L.3 of the Plan, nothing in the Plan grants the Holder of any Claim relief from the automatic stay of Bankruptcy Code section 362(a) or the injunction set forth in Article X.G of the Plan.

L. Qualified Pension Plans

Nothing in the Chapter 11 Cases, the Disclosure Statement, the Plan, the Confirmation Order, or any other document filed in the Chapter 11 Cases shall be construed to discharge, release, limit, or relieve any individual from any claim by the PBGC or the Qualified Pension Plans for breach of any fiduciary duty under ERISA, including prohibited transactions, with respect to the Qualified Pension Plans, subject to any and all applicable rights and defenses of such parties, which are expressly preserved. PBGC and the Qualified Pension Plans shall not be enjoined or precluded from enforcing such fiduciary duty or related liability by any of the provisions of the Disclosure Statement, Plan, Confirmation Order, Bankruptcy Code, or other document filed in the Chapter 11 Cases. For the avoidance of doubt, the Reorganized Debtors shall not be released from any liability or obligation under ERISA, the IRC, and any other applicable law relating to the Qualified Pension Plans.

M. Regulatory Activities

Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan, or Confirmation Order, no provision shall (1) preclude the SEC or any other Governmental Unit from enforcing its police or regulatory powers or (2) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor person or non-Debtor entity in any forum.

ARTICLE XI.

CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

A. Conditions Precedent to the Effective Date

It is a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article XI.B:

1. Confirmation and all conditions precedent thereto shall have occurred;

2. The Bankruptcy Court shall have entered the Confirmation Order and the Backstop Order, which shall be Final Orders and in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders and, in the case of the Confirmation Order, acceptable to the Creditors' Committee and the Required Consenting 2016 Lenders, solely to the extent required under the Restructuring Support Agreement;

3. The Debtors shall have obtained all authorizations, consents, regulatory approvals, or rulings that are necessary to implement and effectuate the Plan;

4. The final version of the Plan, including all schedules, supplements, and exhibits thereto, including in the Plan Supplement (including all documents contained therein), shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders (except to the extent that specific consent rights are set forth in the Restructuring Support Agreement with respect to certain Definitive Documents, which shall be subject instead to such consent rights), and reasonably acceptable to the Creditors' Committee and the Required Consenting 2016 Lenders solely to the extent required under the Restructuring Support Agreement, and consistent with the Restructuring Support Agreement, including any consent rights contained therein;

5. All Definitive Documents shall have been (or shall, contemporaneously with the occurrence of the Effective Date, be) executed and in full force and effect, and shall be in form and substance consistent with the Restructuring Support Agreement, including any consent rights contained therein, and all conditions precedent contained in the Definitive Documents shall have been satisfied or waived in accordance with the terms thereof, except with respect to such conditions that by their terms shall be satisfied substantially contemporaneously with or after Consummation of the Plan;

6. No Termination Notice or Breach Notice as to the Debtors shall have been delivered by the Required Consenting BrandCo Lenders under the Restructuring Support Agreement in accordance with the terms thereof, no substantially similar notices shall have been sent under the Backstop Commitment Agreement, and neither the Restructuring Support Agreement nor the Backstop Commitment Agreement shall have otherwise been terminated;

7. Adversary Case Number 22-01134 shall have been resolved in a form and manner satisfactory to the Debtors and the Required Consenting BrandCo Lenders and Adversary Case Number 22-01167 shall have been (or shall, concurrently with the occurrence of the Effective Date, be) dismissed in its entirety with prejudice;

8. All professional fees and expenses of retained professionals that require the Bankruptcy Court's approval shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow in accordance with Article II.B pending the Bankruptcy Court's approval of such fees and expenses;

9. All Restructuring Expenses incurred and invoiced as of the Effective Date shall have been paid in full in Cash;

10. The Restructuring Transactions shall have been (or shall, contemporaneously with the occurrence of the Effective Date, be) implemented in a manner consistent in all material respects with the Plan and the Restructuring Support Agreement;

11. The Enhanced Cash Incentive Program and the Global Bonus Program shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders; and

12. The Debtors or the Reorganized Debtors, as applicable, shall have obtained directors' and officers' insurance policies and entered into indemnification agreements or similar arrangements for the Reorganized Holdings Board, which shall be, in each case, effective on or by the Effective Date.

B. Waiver of Conditions

The conditions to Consummation set forth in Article XI.A may be waived by the Debtors, the Required Consenting BrandCo Lenders, and, to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders (except with respect to Article XI.A.12, which may be waived by the Debtors in their sole discretion), and, with respect to conditions related to the Professional Fee Escrow, the beneficiaries of the Professional Fee Escrow, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan. The failure of the Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

C. Effect of Failure of Conditions

If Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims, Causes of Action, or Interests; (2) prejudice in any manner the rights of such Debtor, any Holder, any Person, or any other Entity; or (3) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor, any Holder, any Person, or any other Entity.

ARTICLE XII.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments

Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan and the Restructuring Support Agreement), the Debtors reserve the right, with the consent of the Required Consenting BrandCo Lenders, and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders, to modify the Plan (including the Plan Supplement), without additional disclosure pursuant to section 1125 of the Bankruptcy Code prior to the Confirmation Date and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. After the Confirmation Date and before substantial consummation of the Plan, the Debtors may initiate proceedings in the Bankruptcy Court pursuant to section 1127(b) of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Plan Supplement, the Disclosure Statement, or the Confirmation Order, relating to such matters as may be necessary to carry out the purposes and intent of the Plan; *provided* that each of the foregoing shall not violate the Restructuring Support Agreement.

After the Confirmation Date, but before the Effective Date, the Debtors, with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders, and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders, and subject to the applicable provisions of the Restructuring Support Agreement, may make appropriate technical adjustments and modifications to the Plan (including the Plan Supplement) without further order or approval of the Bankruptcy Court; *provided* that such adjustments and modifications do not materially and adversely affect the treatment of Holders of Claims or Interests.

B. Effect of Confirmation on Modifications

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw the Plan before the Confirmation Date and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then, absent further order of the Bankruptcy Court: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise not previously approved by Final Order of the Bankruptcy Court embodied in the Plan (including the fixing or limiting to an amount certain of the Claims or Interests or Classes of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any

Claims or Interests; (b) prejudice in any manner the rights of such Debtor, any Holder, any Person, or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor, any Holder, any Person, or any other Entity. For the avoidance of doubt, the foregoing sentence shall not be construed to limit or modify the rights of the Creditors' Committee or the Consenting BrandCo Lenders pursuant to Section 6 of the Restructuring Support Agreement.

ARTICLE XIII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, except as set forth in the Plan, the Bankruptcy Court shall retain exclusive jurisdiction, to the fullest extent permissible under law, over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests, including but not limited to Talc Personal Injury Claims pursuant to the PI Claims Distribution Procedures;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable, and to hear, determine and, if necessary, liquidate, any Claims against any of the Debtors arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article VII, the Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory, expired, or terminated;

4. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

5. ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;

6. adjudicate, decide, or resolve: (a) any motions, adversary proceedings, applications, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor, or the Estates that may be pending on the Effective Date or that, pursuant to the Plan, may be commenced after the Effective Date, including, but not limited to, the Retained Preference Actions; (b) any and all matters related to Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's

obligations incurred in connection with the Plan; and (c) any and all matters related to section 1141 of the Bankruptcy Code;

7. enter and implement such orders as may be necessary or appropriate to construe, execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Confirmation Order, the Plan, the Plan Supplement, or the Disclosure Statement;

8. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with Consummation, including interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

10. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity or Person with Consummation or enforcement of the Plan;

11. hear and resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, discharges, releases, injunctions, exculpations, and other provisions contained in Article X and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim for amounts not timely repaid pursuant to Article VIII.L.1;

13. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

14. determine any other matters that may arise in connection with or relate to the Plan, the Plan Supplement, the New Organizational Documents, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement; *provided* that the Bankruptcy Court shall not retain jurisdiction over disputes concerning documents contained in the Plan Supplement that have a jurisdictional, forum selection, or dispute resolution clause that refers disputes to a different court;

15. adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein;

16. consider any modifications of the Plan, to cure any defect or omission or to reconcile any inconsistency in the Plan, the Disclosure Statement, or any Bankruptcy Court order, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

17. determine requests for the payment of Claims against any of the Debtors entitled to priority pursuant to section 507 of the Bankruptcy Code;

18. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order or any transactions or payments contemplated hereby or thereby, including disputes arising in connection with the implementation of the agreements, documents, or instruments executed in connection with the Plan;

19. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, 511, and 1146 of the Bankruptcy Code;

20. enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Cases with respect to any Person or Entity, and resolve any cases, controversies, suits, or disputes that may arise in connection with any Person or Entity's rights arising from or obligations incurred in connection with the Plan;

21. hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with the administration of the GUC Trust or PI Settlement Fund, including but not limited to matters arising under the PI Claims Distribution Procedures;

22. hear and determine any other matter not inconsistent with the Bankruptcy Code;

23. enter an order or final decree concluding or closing any of the Chapter 11 Cases;

24. hear and determine matters concerning exemptions from state and federal registration requirements in accordance with section 1145 of the Bankruptcy Code and section 4(a)(2) of, and Regulation D under, the Securities Act;

25. hear and determine all disputes involving the existence, nature, or scope of the release provisions set forth in the Plan.

26. hear and determine matters concerning the implementation of the Management Incentive Plan;

27. solely with respect to actions taken or not taken within the 3-month period immediately following the Effective Date with respect to the Executive Severance Term Sheet and the Amended Revlon Executive Severance Pay Plan, or the 6-month period immediately following the Effective Date with respect to the CEO Employment Agreement Term Sheet and the Amended CEO Employment Agreement, hear and determine all matters concerning the Executive Severance Term Sheet, the Amended Revlon Executive Severance Pay Plan, the CEO Employment Agreement Term Sheet, and the Amended CEO Employment Agreement and any modifications thereto in accordance with the Restructuring Support Agreement; and

28. hear and resolve any cases, controversies, suits, disputes, contested matters, or Causes of Action with respect to the Settled Claims and any objections to proofs of claim in connection therewith.

Nothing herein limits the jurisdiction of the Bankruptcy Court to interpret and enforce the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Plan Supplement, or the Disclosure Statement, without regard to whether the controversy with respect to which such interpretation or enforcement relates may be pending in any state or other federal court of competent jurisdiction.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article XIII, the provisions of this Article XIII shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Unless otherwise specifically provided herein or in a prior order of the Bankruptcy Court, the Bankruptcy Court shall have exclusive jurisdiction to hear and determine disputes concerning Claims against the Debtors that arose prior to the Effective Date.

ARTICLE XIV.

MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article XI.A and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the final versions of the documents contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, any and all Holders of Claims or Interests (irrespective of whether their Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors and each of their respective heirs executors, administrators, successors, and assigns.

B. Substantial Consummation

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

C. Further Assurances

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or Reorganized Debtors, as applicable, and all Holders receiving distributions pursuant to the Plan and all other parties in interest shall,

from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

D. Statutory Committee and Cessation of Fee and Expense Payment

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases, including the Creditors' Committee, shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases, and the Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the Creditors' Committee on and after the Effective Date.

E. Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor or any other Entity with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor or other Entity before the Effective Date.

F. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, receiver, trustee, successor, assign, Affiliate, officer, director, agent, representative, attorney, beneficiary, or guardian, if any, of such Entity.

G. Notices

Any pleading, notice, or other document required by the Plan or the Confirmation Order to be served or delivered shall be served by first-class or overnight mail:

If to a Debtor or Reorganized Debtor, to:

Revlon, Inc.
55 Water St., 43rd Floor
New York, New York 10041-0004
Attention: Andrew Kidd, EVP, General Counsel
Matthew Kvarda, Interim Chief Financial Officer
Email: Andrew.Kidd@revlon.com
Mkvarda@alvarezandmarsal.com

with copies (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064

Facsimile:	(212) 757-3990
Attention:	Paul M. Basta Alice B. Eaton Kyle J. Kimpler Robert A. Britton Brian Bolin Sean A. Mitchell Irene Blumberg
E-mail:	pbasta@paulweiss.com aeaton@paulweiss.com kkimpler@paulweiss.com rbritton@paulweiss.com bbolin@paulweiss.com smitchell@paulweiss.com iblumberg@paulweiss.com

If to the Ad Hoc Group of BrandCo Lenders:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017

Facsimile:	(212) 701-5331
Attention:	Eli J. Vonnegut Angela M. Libby Stephanie Massman
E-mail:	eli.vonnegut@davispolk.com angela.libby@davispolk.com stephanie.massman@davispolk.com

If to the Ad Hoc Group of 2016 Term Loan Lenders:

Akin Gump Strauss Hauer & Feld LLP
2001 K Street, N.W.
Washington, D.C. 20006

Facsimile:	(202) 887-4288
Attention:	James Savin Kevin Zuzolo
E-mail:	jsavin@akingump.com kzuzolo@akingump.com

If to the Creditors' Committee:

Brown Rudnick LLP
Seven Times Square
New York, New York 10036

Facsimile:	(212) 209-4801

Attention: Robert J. Stark
Bennett S. Silverberg
E-mail: rstark@brownrudnick.com
bsilverberg@brownrudnick.com

After the Effective Date, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, an Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Entire Agreement

Except as otherwise indicated, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the website of the Debtors' claims and noticing agent at https://cases.ra.kroll.com/Revlon or the Bankruptcy Court's website at http://www.nysb.uscourts.gov.

K. Severability of Plan Provisions

If, before Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, with the consent of the Required Consenting BrandCo Lenders, and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding,

alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' or Reorganized Debtors' consent, consistent with the terms set forth herein; and (3) non-severable and mutually dependent.

L. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors shall be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code and other applicable law, and pursuant to sections 1125(e), 1125, and 1126 of the Bankruptcy Code, and the Debtors, the Consenting BrandCo Lenders, and each of their respective Affiliates, and each of their and their Affiliates' agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys, in each case solely in their respective capacities as such, shall be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of New Securities offered and sold under the Plan and any previous plan and, therefore, no such parties, individuals, or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the New Securities offered and sold under the Plan or any previous plan.

M. Closing of Chapter 11 Cases

Upon the occurrence of the Effective Date, the Reorganized Debtors shall be permitted to (a) close all of the Chapter 11 Cases except for one of the Chapter 11 Cases as determined by the Reorganized Debtors, and all contested matters relating to each of the Debtors, including objections to Claims, shall be administered and heard in such remaining Chapter 11 Case, and (b) change the name of the remaining Debtor and case caption of the remaining open Chapter 11 Case as desired, in the Reorganized Debtors' sole discretion.

N. Waiver or Estoppel

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed prior to the Confirmation Date.

O. Deemed Acts

Subject to and conditioned on the occurrence of the Effective Date, whenever an act or event is expressed under the Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party by virtue of the Plan and the Confirmation Order.

[Remainder of page intentionally left blank]

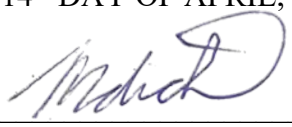
Dated: March 31, 2023

REVLON, INC.
on behalf of itself and each of its Debtor affiliates

/s/ Robert M. Caruso
Robert M. Caruso
Chief Restructuring Officer

TAB S

THIS IS **EXHIBIT "S"** REFERRED TO IN THE AFFIDAVIT OF ROBERT M. CARUSO, SWORN BEFORE ME OVER VIDEO CONFERENCE THIS 14th DAY OF APRIL, 2023.



Commissioner for taking affidavits

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

Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

NOTICE OF FILING OF REVISED THIRD AMENDED JOINT PLAN OF REORGANIZATION OF REVLON, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE that on December 23, 2022, Revlon, Inc. and its affiliated debtors and debtors in possession (collectively, the "Debtors") filed the *Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1253] (the "Initial Plan").

PLEASE TAKE FURTHER NOTICE that on February 21, 2023, the Debtors filed the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1499] (the "First Amended Plan").

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

PLEASE TAKE FURTHER NOTICE that on February 21, 2023, the Debtors filed the solicitation version of the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1507] (the "Solicitation Plan").

PLEASE TAKE FURTHER NOTICE that on March 16, 2023, the Debtors filed the *Second Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1613] (the "Second Amended Plan").

PLEASE TAKE FURTHER NOTICE that on March 31, 2023, the Debtors filed the *Third Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1727] (the "Third Amended Plan").

PLEASE TAKE FURTHER NOTICE that on April 3, 2023, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "Confirmation Order") [Docket No. 1746].

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file a revised version of the Third Amended Plan (the "Revised Third Amended Plan"), attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that a changed-pages only blackline reflecting a comparison of the Revised Third Amended Plan to the Third Amended Plan is attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that copies of the Initial Plan, the First Amended Plan, the Solicitation Plan, the Second Amended Plan, the Third Amended Plan, the Confirmation Order, the Revised Third Amended Plan, and all documents filed in these Chapter 11 Cases can be viewed and/or obtained by: (i) accessing the Court's website at www.nysb.uscourts.gov, or (ii) from the Debtors' notice and claims agent, Kroll, at https://cases.ra.kroll.com/revlon/ or by calling (855) 631-5341 (toll free) for U.S. and Canada-based parties or +1 (646) 795-6968 for international parties. Note that a PACER password is needed to access documents on the Court's website.

New York, New York
Dated: April 14, 2023

/s/ Robert A. Britton

Paul M. Basta
Alice Belisle Eaton
Kyle J. Kimpler
Robert A. Britton
Brian Bolin
Sean A. Mitchell
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019
Telephone: (212) 373-3000
Facsimile: (212) 757-3990
pbasta@paulweiss.com
aeaton@paulweiss.com
kkimpler@paulweiss.com
rbritton@paulweiss.com
bbolin@paulweiss.com
smitchell@paulweiss.com

Counsel to the Debtors and Debtors in Possession

Exhibit A

Revised Third Amended Plan

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

Counsel to the Debtors and Debtors in Possession

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)

REVISED THIRD AMENDED JOINT PLAN OF REORGANIZATION OF REVLON, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN OFFER, ACCEPTANCE, COMMITMENT, OR LEGALLY BINDING OBLIGATION OF THE DEBTORS OR ANY OTHER PARTY IN INTEREST, AND THIS PLAN IS SUBJECT TO APPROVAL BY THE BANKRUPTCY COURT AND OTHER CUSTOMARY CONDITIONS. THIS PLAN IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES.

[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: 55 Water St., 43rd Floor, New York, 10041-0004.

TABLE OF CONTENTS

INTRODUCTION

Revlon, Inc. and the other above-captioned debtors and debtors in possession propose this joint plan of reorganization for the resolution of the Claims against and Interests in each of the Debtors pursuant to chapter 11 of the Bankruptcy Code. Although jointly proposed for administrative purposes, the Plan constitutes a separate plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Article I.A.

Holders of Claims and Interests may refer to the Disclosure Statement for a description of the Debtors' history, business, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of the Plan and the Restructuring Transactions contemplated hereby. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS AND INTERESTS, AS APPLICABLE, ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms

As used in the Plan, capitalized terms have the meanings ascribed to them below.

1. "2016 Agent" means Citibank, N.A., solely in its capacity as administrative agent and collateral agent under the 2016 Term Loan Credit Agreement, or any successor administrative agent or collateral agent as permitted by the terms set forth in the 2016 Term Loan Credit Agreement.

2. "2016 Agent Surviving Indemnity Obligations" means the obligation of any Holder of a 2016 Term Loan Claim (other than any Released Party) to indemnify the 2016 Agent in accordance with and subject to the terms and conditions of the 2016 Credit Agreement.

3. "2016 Credit Agreement" means the Term Credit Agreement, dated as of September 7, 2016 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among Holdings, RCPC, the 2016 Term Loan Agent, and the lenders party thereto from time to time.

4. "2016 Term Loan Claim" means any Claim on account of the 2016 Term Loans or derived from, based upon, relating to, or arising under the 2016 Credit Agreement, but under no circumstances shall any Netting Agreement Indemnity Claim be deemed or considered a 2016 Term Loan Claim.

5. "2016 Term Loan Claims Allowed Amount" means an amount equal to (a) the aggregate outstanding principal amount of the 2016 Term Loans as of the Petition Date of $872,424,572 *plus* (b) all accrued and unpaid interest on the 2016 Term Loans as of the Petition Date in the amount of $2,161,950. Any 2016 Term Loan Claim against any BrandCo Entity shall be Disallowed.

6. "2016 Term Loan Lender Group Advisors" means Akin Gump Strauss Hauer & Feld LLP, Boies Schiller Flexner LLP, and Moelis & Company, each in their capacity as advisors to the Ad Hoc Group of 2016 Term Loan Lenders or in their capacity as advisors to the members thereof.

7. "2016 Term Loans" means the term loans issued under the 2016 Credit Agreement.

8. "2019 Credit Agreement" means the Term Credit Agreement, dated as of August 6, 2019 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among Holdings, RCPC, Wilmington Trust, N.A., as administrative agent, and each collateral agent, and the lenders party thereto from time to time.

9. "2019 Financing Transaction" means the transactions executed in connection with the 2019 Credit Agreement.

10. "2020 Revolver Joinder Agreement" means that certain Joinder Agreement to the 2016 Credit Agreement, dated as of April 30, 2020, by and among the New Lenders (as defined therein), RCPC, the other Loan Parties (as defined in the 2016 Credit Agreement) party thereto, and the 2016 Agent.

11. "2020 Term B-1 Loan Claim" means any Claim on account of the 2020 Term B-1 Loans derived from, based upon, relating to, or arising under the BrandCo Credit Agreement.

12. "2020 Term B-1 Loan Claims Allowed Amount" means the full outstanding amount of the 2020 Term B-1 Loans, including (a) an aggregate outstanding principal amount as of the Petition Date of $938,986,931, (b) the Applicable Premium (as defined in the BrandCo Credit Agreement) in the amount of $98,593,628, and (c) all accrued and unpaid interest, including PIK Interest (as defined in the BrandCo Credit Agreement), accruing on the aggregate outstanding principal amount of the 2020 Term B-1 Loans before or after the Petition Date, at the rate provided for in the BrandCo Credit Agreement, including Section 2.15(d) thereof, through the Effective Date; *provided* that (x) postpetition interest accruing on the Applicable Premium and (y) $20 million of Deferred B-1 Adequate Protection Payments (as defined in the Restructuring Support Agreement) will not be included in the 2020 Term B-1 Loan Claims Allowed Amount and will be waived as a component of the Plan Settlement.

13. "2020 Term B-1 Loans" means the "Term B-1 Loans" as defined in, and issued under, the BrandCo Credit Agreement.

14. "2020 Term B-2 Loan Claim" means any Claim on account of the 2020 Term B-2 Loans derived from, based upon, relating to, or arising under the BrandCo Credit Agreement.

15. "2020 Term B-2 Loan Claims Allowed Amount" means an amount equal to (a) the aggregate outstanding principal amount of the 2020 Term B-2 Loans as of the Petition Date of $936,052,001 *plus* (b) all accrued and unpaid interest on the 2020 Term B-2 Loans as of the Petition Date in the amount of $10,768,797.

16. "2020 Term B-2 Loans" means the "Term B-2 Loans" as defined in, and issued under, the BrandCo Credit Agreement.

17. "2020 Term B-3 Loan Claim" means any Claim on account of the 2020 Term B-3 Loans derived from, based upon, relating to, or arising under the BrandCo Credit Agreement.

18. "2020 Term B-3 Loan Claims Allowed Amount" means an amount equal to (a) the aggregate outstanding principal amount of the 2020 Term B-3 Loans as of the Petition Date of $2,980,287 *plus* (b) all accrued and unpaid interest accrued on the aggregate outstanding principal amount of the 2020 Term B-3 Loans as of the Petition Date in the amount of $36,752.

19. "2020 Term B-3 Loans" means the "Term B-3 Loans" as defined in, and issued under, the BrandCo Credit Agreement.

20. "2020 Term Loan Claims" means, collectively, the 2020 Term B-1 Loan Claims, the 2020 Term B-2 Loan Claims, and the 2020 Term B-3 Loan Claims.

21. "ABL Agents" means MidCap Funding IV Trust, as administrative agent and collateral agent under the ABL Facility Credit Agreement, Crystal Financial LLC d/b/a SLR Credit Solutions, as SISO Term Loan Agent (as defined in the ABL Facility Credit Agreement), and Alter Domus (US) LLC, as Tranche B Administrative Agent (as defined in the ABL Facility Credit Agreement), or, with respect to each of the foregoing, any successor administrative agent or collateral agent as permitted by the terms set forth in the ABL Facility Credit Agreement.

22. "ABL DIP Facility" means the postpetition financing facility provided for under the ABL DIP Facility Credit Agreement and the Final DIP Order.

23. "ABL DIP Facility Agent" means MidCap Funding IV Trust, as administrative agent and collateral agent under the ABL DIP Facility Credit Agreement, or any successor administrative agent or collateral agent as permitted by the terms set forth in the ABL DIP Facility Credit Agreement.

24. "ABL DIP Facility Claim" means any Claim on account of the ABL DIP Facility derived from, based upon, relating to, or arising under the ABL DIP Facility Credit Agreement.

25. "ABL DIP Facility Credit Agreement" means the Super-Priority Senior Secured Debtor-in-Possession Asset-Based Revolving Credit Agreement, dated as of June 30,

2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among RCPC, Holdings, Midcap Funding IV Trust, as administrative agent, collateral agent, and lead arranger, the SISO ABL DIP Facility Agent, and the other lending institutions party thereto from time to time.

26. "ABL DIP Facility Lenders" means the lenders from time to time under the ABL DIP Facility.

27. "ABL Facility Credit Agreement" means the Asset-Based Revolving Credit Agreement dated as of September 7, 2016 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among Holdings, RCPC, the subsidiaries of RCPC party from time to time thereto, MidCap Funding IV Trust, as administrative agent, collateral agent, issuing lender, and swingline lender, Crystal Financial LLC d/b/a SLR Credit Solutions, as SISO Term Loan Agent (as defined therein), Alter Domus (US) LLC, as Tranche B Administrative Agent (as defined therein), and the other lending institutions party from time to time thereto.

28. "Ad Hoc Group of 2016 Term Loan Lenders" means the ad hoc group of Holders of 2016 Term Loan Claims represented by Akin Gump Strauss Hauer & Feld LLP and Moelis & Company.

29. "Ad Hoc Group of BrandCo Lenders" means the ad hoc group of Holders of 2020 Term Loan Claims represented by Davis Polk & Wardwell LLP and Centerview Partners LLC.

30. "Adjusted Aggregate Rights Offering Amount" means the Aggregate Rights Offering Amount after any reduction on account of Excess Liquidity in accordance with the First Lien Exit Facilities Term Sheet and the Plan.

31. "Administrative Claim" means any Claim incurred by the Debtors on or after the Petition Date and before the Effective Date for the costs and expenses of administration of the Estates pursuant to section 503(b) (including Claims arising under section 503(b)(9) of the Bankruptcy Code) or 1114(e)(2) of the Bankruptcy Code, but excluding any Claims arising under section 507(b) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Effective Date of preserving the Estates and operating the Debtors' businesses; (b) Allowed Professional Compensation Claims; (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code; (d) the Backstop Commitment Premium; and (e) the Debt Commitment Premium.

32. "Administrative Claims Bar Date" means the date that is thirty (30) calendar days after the Effective Date, unless otherwise ordered by the Bankruptcy Court, and except with respect to Professional Compensation Claims, which shall be subject to the provisions of Article II.B hereof.

33. "Affiliate" means, with respect to a specified Entity, any other Entity that would fall within the definition assigned to such term in section 101(2) of the Bankruptcy Code, if such specified Entity was a debtor in a case under the Bankruptcy Code.

34. "Aggregate Rights Offering Amount" means $670 million, which represents the aggregate purchase price of the New Common Stock issued pursuant to the Equity Rights Offering, prior to any reduction on account of Excess Liquidity in accordance with the First Lien Exit Facilities Term Sheet and the Plan.

35. "Allowed" means, with respect to any Claim or Interest, except to the extent the Plan provides otherwise, any portion thereof (a) that is allowed under the Plan, by Final Order, or pursuant to a settlement, (b) that is evidenced by a Proof of Claim or Interest, as applicable, timely filed by the applicable Claims Bar Date or that is not required to be evidenced by a filed Proof of Claim or Interest, as applicable, under the Plan or a Final Order, or (c) that is scheduled by the Debtors as not disputed, contingent, or unliquidated, and as for which no Proof of Claim or Interest, as applicable, has been timely filed; *provided* that, with respect to a Claim or Interest described in clauses (b) and (c) above, such Claim or Interest shall be considered Allowed only if and to the extent that such Claim or Interest is not Disallowed and no objection to the allowance of such Claim or Interest is interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim or Interest has been Allowed by a Final Order; *provided, further* that a Talc Personal Injury Claim shall only be Allowed in accordance with the PI Claims Distribution Procedures. Except as otherwise specified in the Plan or any Final Order, the amount of an Allowed Claim shall not include interest or other charges on such Claim from and after the Petition Date. No Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor or Reorganized Debtor, as applicable.

36. "Alternative Restructuring Proposal" has the meaning set forth in the Restructuring Support Agreement.

37. "Amended CEO Employment Agreement" means the existing employment agreement of the Debtors' chief executive officer, as amended and restated in accordance with the CEO Employment Agreement Term Sheet, which shall be in all respects in form and substance consistent with the CEO Employment Agreement Term Sheet and acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

38. "Amended Revlon Executive Severance Pay Plan" means the existing executive severance plan for directors and above, as amended and restated in accordance with the Executive Severance Term Sheet, which may consist of one or more separate plan documents, and which shall be in all respects in form and substance consistent with the Executive Severance Term Sheet and acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

39. "Backstop Commitment Agreement" means that certain Amended and Restated Backstop Commitment Agreement, dated February 21, 2023 (including all exhibits, annexes, and schedules thereto and as amended, supplemented, or modified pursuant to the terms thereof), by and among the Debtors and the Equity Commitment Parties.

40. "Backstop Commitment Premium" means a commitment premium equal to 12.5% of the Aggregate Rights Offering Amount, payable to the Equity Commitment Parties in shares of New Common Stock issued on the Effective Date at the ERO Price Per Share, in

accordance with the Backstop Commitment Agreement; *provided* that, in the event the Equity Rights Offering is not consummated, the Backstop Commitment Premium shall be payable in cash to the extent provided in the Backstop Commitment Agreement.

41. "Backstop Motion" means the motion seeking approval of the Backstop Commitment Agreement, which shall be in form and substance acceptable solely to the Debtors and the Required Consenting 2020 B-2 Lenders.

42. "Backstop Order" means the order entered by the Bankruptcy Court (a) approving and authorizing the Debtors' entry into (i) the Backstop Commitment Agreement and other Equity Rights Offering Documents, including the Debtors' obligation to pay the Backstop Commitment Premium and (ii) the Debt Commitment Letter, including the Debtors' obligation to pay the premiums and discounts on the Incremental New Money Facility in accordance therewith, (b) which order may be the Disclosure Statement Order, and (c) which shall be in form and substance acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

43. "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as may be amended from time to time.

44. "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of New York, or any other court having jurisdiction over the Chapter 11 Cases, including to the extent of any withdrawal of the reference under section 157(d) of the Judicial Code, the United States District Court for the Southern District of New York.

45. "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

46. "BrandCo Agent" means Jefferies Finance LLC, in its capacity as administrative agent and each collateral agent under the BrandCo Credit Agreement, or any successor administrative agent or collateral agent as permitted by the terms set forth in the BrandCo Credit Agreement.

47. "BrandCo Credit Agreement" means the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among Holdings, RCPC, the BrandCo Agent, and the lenders party thereto from time to time.

48. "BrandCo Entities" collectively, each of (a) Beautyge I, (b) Beautyge II, LLC, (c) BrandCo Almay 2020 LLC, (d) BrandCo Charlie 2020 LLC, (e) BrandCo CND 2020 LLC, (f) BrandCo Curve 2020 LLC, (g) BrandCo Elizabeth Arden 2020 LLC, (h) BrandCo Giorgio Beverly Hills 2020 LLC, (i) BrandCo Halston 2020 LLC, (j) BrandCo Jean Nate 2020 LLC, (k) BrandCo Mitchum 2020 LLC, (l) BrandCo Multicultural Group 2020 LLC, (m) BrandCo PS 2020 LLC, and (n) BrandCo White Shoulders 2020 LLC.

49. "BrandCo Financing Transaction" means the transactions executed in connection with the BrandCo Credit Agreement.

50. "BrandCo Lender Group Advisors" means Davis Polk & Wardwell LLP, Kobre & Kim LLP, Goodmans LLP, Centerview Partners LLC, and The Boston Consulting Group, Inc., and each other special or local counsel or other professional retained by the Ad Hoc Group of BrandCo Lenders, each in their capacity as advisors to the Ad Hoc Group of BrandCo Lenders or in their capacity as advisors to the members thereof.

51. "BrandCo Settlement Termination Date" has the meaning set forth in the Restructuring Support Agreement.

52. "BrandCo Third Lien Guaranty Claim" means any 2020 Term B-3 Loan Claim against a BrandCo Entity.

53. "Breach Notice" has the meaning set forth in the Restructuring Support Agreement.

54. "Business Day" means any day, other than a Saturday, Sunday, or any other day on which banking institutions in New York, New York are authorized or required by law or executive order to close.

55. "Canadian Recognition Proceeding" means the proceeding commenced before the Ontario Superior Court of Justice (Commercial List) pursuant to the Companies' Creditors Arrangement Act to recognize the Chapter 11 Cases in Canada.

56. "Case Management Procedures" means the procedures set forth in the *Revised Order (A) Establishing Certain Notice, Case Management, and Administrative Procedures and (B) Granting Related Relief* [Docket No. 279].

57. "Cash" means the legal tender of the United States of America and equivalents thereof, including bank deposits and checks.

58. "Cash-Out Backstop Lenders" has the meaning set forth in the Restructuring Support Agreement.

59. "Cause of Action" means, without limitation, any Claim, Interest, claim, damage, remedy, cause of action, controversy, demand, right, right of setoff, action, cross claim, counterclaim, recoupment, claim for breach of duty imposed by law or in equity, action, Lien, indemnity, contribution, reimbursement, guaranty, debt, suit, class action, third-party claim, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, direct or indirect, choate or inchoate, liquidated or unliquidated, suspected or unsuspected, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, under the Bankruptcy Code or applicable non-bankruptcy law, or pursuant to any other theory of law. For the avoidance of doubt, Causes of Action include: (a) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to section 362, 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, or 553 of the Bankruptcy Code or similar non-U.S. or state law; and (d) such claims and

defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code.

60. "CEO Employment Agreement Term Sheet" means the term sheet setting forth the terms and conditions of the amended CEO Employment Agreement, which was provided by counsel to the Debtors to counsel to the Ad Hoc Group of BrandCo Lenders on December 19, 2022.

61. "Chapter 11 Cases" means the jointly administered chapter 11 cases Filed for the Debtors in the Bankruptcy Court and currently styled *In re Revlon, Inc.*, Case No. 22-10760 (DSJ) (Jointly Administered).

62. "Chubb" means ACE American Insurance Company, Federal Insurance Company, Century Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company, and Motor Vehicle Casualty Company and Central National Insurance Company of Omaha (but only with respect to policies issued through Cravens, Dargan & Company, Pacific Coast), and each of their respective U.S.-based affiliates, successors, and predecessors and each solely in their capacity as an insurer or successor in interest thereto.

63. "Chubb Insurance Contracts" means all insurance policies that have been issued by Chubb and provide coverage at any time to any of the Debtors (or any of their predecessors), and all agreements, documents or instruments relating thereto.

64. "Claim" means any "claim," as defined in section 101(5) of the Bankruptcy Code, against a Debtor.

65. "Claims Bar Date" means October 24, 2022, or such other date established by the Plan or by order of the Bankruptcy Court by which Proofs of Claim must be filed with respect to Claims.

66. "Claims Objection Deadline" means the deadline for objecting to a Claim asserted against a Debtor, which shall be on the date that is the later of: (a)(i) with respect to Administrative Claims (other than Professional Compensation Claims), 90 days after the Administrative Claims Bar Date or (ii) with respect to all other Claims (other than Professional Compensation Claims), 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by the Debtors or the Reorganized Debtors, as applicable, or by an order of the Bankruptcy Court for objecting to such Claims.

67. "Claims Register" means the official register of Claims against the Debtors maintained by the Voting and Claims Agent.

68. "Class" means a category of Claims or Interests classified together as set forth in Article III hereof pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

69. "Class 4 Equity Electing Claims" means all Allowed OpCo Term Loan Claims for which the Holder thereof makes the Class 4 Equity Election; *provided* that, if the Class 4 Equity Election is made for less than $543 million of Allowed OpCo Term Loan Claims in the aggregate, each eligible Holder of an Allowed OpCo Term Loan Claim for which the Class 4

Equity Election was not made shall be deemed to have made the Class 4 Equity Election for such Claims in an amount equal to such Holder's Pro Rata share (determined based on such Holder's Allowed OpCo Term Loan Claims for which a Class 4 Equity Election was not made as a percentage of all eligible Allowed OpCo Term Loan Claims for which a Class 4 Equity Election was not made) of $543 million *minus* the aggregate amount of Allowed OpCo Term Loan Claims for which a Class 4 Equity Election was made; *provided*, *further*, that, notwithstanding the foregoing, Cash-Out Backstop Lenders shall not be eligible to make, and shall not be deemed to make, the Class 4 Equity Election, except as set forth in the Restructuring Support Agreement.

70. "Class 4 Equity Distribution" means 18% of (a) the New Common Stock issued on the Effective Date, prior to and subject to dilution by any New Common Stock issued in connection with the Equity Rights Offering (including, for the avoidance of doubt, any New Common Stock issued pursuant to the Backstop Commitment Agreement), in connection with any MIP Awards, and/or upon the exercise of the New Warrants and (b) the Equity Subscription Rights.

71. "Class 4 Non-Equity Electing Claims" means all Allowed OpCo Term Loan Claims other than Class 4 Equity Electing Claims.

72. "Class 4 Equity Election" means, with respect to an OpCo Term Loan Claim, the election by the Holder thereof to receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share (determined based on such Holder's Class 4 Equity Electing Claims as a percentage of all Class 4 Equity Electing Claims) of the Class 4 Equity Distribution.

73. "Class 6 Equity Distribution" means 82% of (a) the New Common Stock issued on the Effective Date, prior to and subject to dilution by any New Common Stock issued in connection with the Equity Rights Offering (including, for the avoidance of doubt, any New Common Stock issued pursuant to the Backstop Commitment Agreement), in connection with any MIP Awards, and/or upon the exercise of the New Warrants and (b) the Equity Subscription Rights.

74. "Company Entities" means Revlon, Inc. and its directly- and indirectly-owned subsidiaries.

75. "Confirmation" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

76. "Confirmation Date" means the date upon which Confirmation occurs.

77. "Confirmation Hearing" means the confirmation hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time, including after delivery of any Breach Notice by the Required Consenting BrandCo Lenders, until (a) such alleged breach is cured or (b) the Bankruptcy Court determines that there is no breach under the Restructuring Support Agreement.

78. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code and approving the transactions contemplated thereby, which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

79. "Consenting 2016 Lenders" has the meaning set forth in the Restructuring Support Agreement.

80. "Consenting BrandCo Lenders" has the meaning set forth in the Restructuring Support Agreement.

81. "Consenting Creditor Parties" has the meaning set forth in the Restructuring Support Agreement.

82. "Consenting Unsecured Noteholder" means, in the event that Class 8 votes to reject the Plan, each Holder of an Unsecured Notes Claim that (a) votes to accept the Plan on account of its Unsecured Notes Claim, and (b) does not, directly or indirectly, object to, or otherwise impede, delay, or interfere with, solicitation, acceptance, Confirmation, or Consummation of the Plan.

83. "Consenting Unsecured Noteholder Recovery" means, with respect to each Consenting Unsecured Noteholder, 50% of such Consenting Unsecured Noteholder's Pro Rata share of the Unsecured Notes Settlement Distribution if Class 8 had voted to accept the Plan.

84. "Consummation" means the occurrence of the Effective Date.

85. "Contract Rejection Claim" means a Claim arising from the rejection of an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

86. "Creditors' Committee" means the official committee of unsecured creditors appointed in the Chapter 11 Cases by the U.S. Trustee on June 24, 2022 pursuant to section 1102(a)(1) of the Bankruptcy Code, as such committee may be reconstituted from time to time.

87. "Creditors' Committee Settlement Conditions" means, unless otherwise waived by the Required Consenting BrandCo Lenders, (a) the BrandCo Settlement Termination Date shall not have occurred and (b) the Required Consenting BrandCo Lenders shall have not sent a Breach Notice that remains uncured and that, with the passage of time, would result in the occurrence of the BrandCo Settlement Termination Date.

88. "Cure Claim" means a Claim against any Debtor based upon such Debtor's monetary default under an Executory Contract or Unexpired Lease at the time such contract or lease is assumed or assumed and assigned by such Debtor or Reorganized Debtor, as applicable, pursuant to section 365 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

89. "Cure Notice" means a notice of a proposed amount of Cash to be paid on account of a Cure Claim in connection with an Executory Contract or Unexpired Lease to be

assumed, or assumed and assigned, under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include the amount of Cure Claim (if any) to be paid in connection therewith.

90. "Debt Commitment Letter" means that certain $200,000,000 Incremental New Money Facility Backstop Commitment Letter, dated January 17, 2023 (as may be amended, supplemented, or modified from time to time), by and among the Debt Commitment Parties and RCPC, setting forth the commitment of the Debt Commitment Parties to provide the Incremental New Money Facility.

91. "Debt Commitment Parties" means the "Backstop Parties" as defined in the Debt Commitment Letter.

92. "Debt Commitment Premium" means the commitment premium under the Debt Commitment Letter, which shall be 3.00% of the aggregate principal amount of the Incremental New Money Facility, payable to the Debt Commitment Parties in accordance with the Debt Commitment Letter.

93. "Debtor Release" means the releases set forth in Article X.D of the Plan.

94. "Debtors" means, collectively: Revlon, Inc.; Revlon Consumer Products Corporation; Almay, Inc.; Art & Science, Ltd.; Bari Cosmetics, Ltd.; Beautyge Brands USA, Inc.; Beautyge U.S.A., Inc.; Charles Revson Inc.; Creative Nail Design, Inc.; Cutex, Inc.; DF Enterprises, Inc.; Elizabeth Arden (Financing), Inc.; Elizabeth Arden Investments, LLC; Elizabeth Arden NM, LLC; Elizabeth Arden Travel Retail, Inc.; Elizabeth Arden USC, LLC; Elizabeth Arden, Inc.; FD Management, Inc.; North America Revsale Inc.; OPP Products, Inc.; PPI Two Corporation; RDEN Management, Inc.; Realistic Roux Professional Products Inc.; Revlon Development Corp.; Revlon Government Sales, Inc.; Revlon International Corporation; Revlon Professional Holding Company LLC; Riros Corporation; Riros Group Inc.; RML, LLC; Roux Laboratories, Inc.; Roux Properties Jacksonville, LLC; SinfulColors Inc.; Beautyge II, LLC; BrandCo Almay 2020 LLC; BrandCo Charlie 2020 LLC; BrandCo CND 2020 LLC; BrandCo Curve 2020 LLC; BrandCo Elizabeth Arden 2020 LLC; BrandCo Giorgio Beverly Hills 2020 LLC; BrandCo Halston 2020 LLC; BrandCo Jean Nate 2020 LLC; BrandCo Mitchum 2020 LLC; BrandCo Multicultural Group 2020 LLC; BrandCo PS 2020 LLC; BrandCo White Shoulders 2020 LLC; Beautyge I; Elizabeth Arden (Canada) Limited; Elizabeth Arden (UK) Ltd.; Revlon Canada Inc.; and Revlon (Puerto Rico) Inc.

95. "Definitive Documents" means the Plan (including, for the avoidance of doubt, all exhibits, annexes, amendments, schedules, and supplements related thereto, including the Plan Supplement), the Confirmation Order, the Solicitation Materials, including the Disclosure Statement, the Disclosure Statement Order, the Exit Facilities Documents, including the Debt Commitment Letter, the Equity Rights Offering Documents, including the Backstop Commitment Agreement, the Backstop Order, and the Equity Rights Offering Procedures, the New Organizational Documents, the PI Claims Distribution Procedures, the GUC Trust Agreement, the PI Settlement Fund Agreement, the New Warrant Agreement, the documentation setting the Distribution Record Date and means of distribution under the Plan and the procedures for designating the recipients of distributions under the Plan, all other documents, motions, pleadings, briefs, applications, orders, agreements, supplements, and other filings, including any summaries

or term sheets in respect thereof, that are directly related to any of the foregoing or as may be reasonably necessary or advisable to implement the Restructuring Transactions, and all materials relating to the foregoing that are filed in the Canadian Recognition Proceeding or any other foreign proceeding commenced by any Debtor in connection with the Restructuring Transactions, which, in each case, shall be in form and substance consistent with the Restructuring Support Agreement, including the consent rights therein.

96. "Description of Transaction Steps" means a document, to be included in the Plan Supplement, which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders, that sets forth the material components of the Restructuring Transactions and a description of the steps to be carried out to effectuate the Restructuring Transactions in accordance with the Plan, including the reorganization of the Reorganized Debtors and the issuance of New Common Stock, the New Warrants, and the other distributions under the Plan, through the Chapter 11 Cases, the Plan, or any Definitive Documents, and the intended tax treatment of such steps.

97. "DIP Agents" means, collectively, the ABL DIP Facility Agent, the Term DIP Facility Agent, and the SISO ABL DIP Facility Agent.

98. "DIP Claim" means any ABL DIP Facility Claim, Term DIP Facility Claim, or Intercompany DIP Facility Claim.

99. "DIP Facilities" means, collectively, the ABL DIP Facility, the Intercompany DIP Facility, and the Term DIP Facility.

100. "DIP Lender" means each lender from time to time under the ABL DIP Facility, the Intercompany DIP Facility, or the Term DIP Facility.

101. "DIP Orders" means, together, the Interim DIP Order and the Final DIP Order.

102. "Disallowed" means, with respect to any Claim or Interest, a portion thereof that (a) is disallowed under the Plan (including, with respect to Talc Personal Injury Claims, pursuant to the PI Claims Distribution Procedures), by Final Order, or pursuant to a settlement, (b) is scheduled by the Debtors at zero dollars ($0) or as contingent, disputed, or unliquidated and as to which a Claims Bar Date has been established but no Proof of Claim was timely filed or deemed timely filed pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court, including the order approving the Claims Bar Date, or otherwise deemed timely filed under applicable law, or (c) is not scheduled by the Debtors and as to which a Claims Bar Date has been established but no Proof of Claim has been timely filed or deemed timely filed pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.

103. "Disbursing Agent" means: (a) except as provided in the following clauses (b), (c), or (d), the Reorganized Debtors or the Entity or Entities selected by the Reorganized Debtors to make or facilitate distributions contemplated under the Plan, which Entity may include the Voting and Claims Agent; (b) with respect to Unsecured Notes Claims, the Unsecured Notes Indenture Trustee; (c) with respect to General Unsecured Claims (other than Talc Personal Injury

Claims), the GUC Administrator; and (d) with respect to the Talc Personal Injury Claims, the PI Claims Administrator.

104. "Disclosure Statement" means the disclosure statement (as it may be amended, supplemented, or modified from time to time) for the Plan, including all exhibits and schedules thereto and references therein, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code, which shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting BrandCo Lenders.

105. "Disclosure Statement Order" means the order entered by the Bankruptcy Court approving the Disclosure Statement as containing, among other things, "adequate information" as required by section 1125 of the Bankruptcy Code and solicitation procedures related thereto, which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

106. "Disputed" means, with respect to any Claim or Interest, a Claim or Interest that is not yet Allowed or Disallowed.

107. "Distribution Record Date" means, except with respect to Holders of Unsecured Notes Claims, the date for determining which Holders of Allowed Claims and Interests are eligible to receive distributions pursuant to the Plan, which date shall be the Confirmation Date or such other date that is selected by the Debtors with the consent of the Required Consenting BrandCo Lenders. The Distribution Record Date shall not apply to any holders of Unsecured Notes Claims, who shall receive a distribution, if any, in accordance with Article VIII.E of the Plan.

108. "DTC" means the Depository Trust Company.

109. "Effective Date" means (a) the date that is the first Business Day on which all conditions to the occurrence of the Effective Date have been satisfied or waived pursuant to Article XI.A and Article XI.B or (b) such later date as agreed to by the Debtors and the Required Consenting BrandCo Lenders.

110. "Eligible Holder" means each Holder (as of the record date for the Equity Subscription Rights as set forth in the Equity Rights Offering Procedures) of an Allowed 2020 Term B-2 Loan Claim and/or an Allowed OpCo Term Loan Claim.

111. "Employment Obligations" means all contracts, agreements, arrangements, policies, programs, and plans for, among other things, compensation, bonuses, reimbursement, indemnity, health care benefits, disability benefits, deferred compensation benefits, travel benefits, vacation and sick leave benefits, savings, severance benefits, including, in the event of a change of control after the Effective Date, retirement benefits, retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), welfare benefits, relocation programs, life insurance, and accidental death and dismemberment insurance, including contracts, agreements, arrangements, policies, programs, and plans for bonuses and other incentives or compensation for the Debtors' current and former employees, directors, officers, consultants, and managers, including executive compensation programs and existing compensation arrangements (including, in each case, any amendments thereto), and including, for the avoidance of doubt, the Canadian Savings Plan, the

Canadian Savings Match Plan, the U.K. Savings Plan, the Canadian Pension Plan, and the U.K. Pension Plan (each as defined in the Wages Motion); *provided* that Employment Obligations shall not include Non-Qualified Pension Claims.

112. "Enhanced Cash Incentive Program" means an enhanced cash incentive program to be approved and implemented pursuant to the Confirmation Order and otherwise adopted by the Reorganized Debtors as soon as reasonably practicable after the Effective Date (but no later than 21 days after the Effective Date, absent any ordinary course administrative delay that is not caused for purposes of circumventing this requirement by any equity holder or any member of the Reorganized Holdings Board other than the Debtors' chief executive officer), the terms of which shall be consistent with the Restructuring Support Agreement and have been agreed upon by the Debtors and the Required Consenting BrandCo Lenders, for employees that are participants in the KEIP.

113. "Entity" means an entity as such term is defined in section 101(15) of the Bankruptcy Code.

114. "Equity Commitment Parties" has the meaning set forth in the Backstop Commitment Agreement.

115. "Equity Rights Offering" means the equity rights offering to be consummated by Reorganized Holdings on the Effective Date in accordance with the Equity Rights Offering Documents, pursuant to which it shall issue shares of New Common Stock at the ERO Price Per Share for an aggregate price equal to the Aggregate Rights Offering Amount (or, if applicable, the Adjusted Aggregate Rights Offering Amount).

116. "Equity Rights Offering Documents" means the Backstop Commitment Agreement, the Backstop Motion, the Backstop Order, and any and all other agreements, documents, and instruments delivered or entered into in connection with, or otherwise governing, the Equity Rights Offering, including the Equity Rights Offering Procedures, subscription forms, and any other materials distributed in connection with the Equity Rights Offering, which, in each case, shall be in form and substance acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

117. "Equity Rights Offering Participants" means those Eligible Holders who duly subscribe for the shares of New Common Equity pursuant to the Equity Subscription Rights in accordance with the Equity Rights Offering Documents.

118. "Equity Rights Offering Procedures" means those certain rights offering procedures with respect to the Equity Rights Offering, as approved by the Bankruptcy Court, which shall be in form and substance acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

119. "Equity Subscription Rights" means the rights to purchase 70% of the New Common Stock sold pursuant to the Equity Rights Offering at the ERO Price Per Share.

120. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1301-1461, and the regulations promulgated thereunder.

121. "ERO Price Per Share" means the price per share of New Common Stock issued pursuant to the Equity Rights Offering, which shall be determined based on a 30% discount to Plan Equity Value.

122. "Estate" means, with respect to any Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code upon the commencement of its Chapter 11 Case.

123. "Estate Cause of Action" means any Cause of Action that any Debtor may have or be entitled to assert on behalf of its Estate or itself, whether or not asserted.

124. "Excess Liquidity" has the meaning set forth in the First Lien Exit Facilities Term Sheet; *provided* that Excess Liquidity shall be calculated to provide the Reorganized Debtors and their non-Debtor affiliates with a minimum cash balance in an aggregate amount equal to at least $75 million.

125. "Exchange Act" means the U.S. Securities Exchange Act of 1934 (as amended).

126. "Excluded Parties" means, collectively, all Entities liable for Talc Personal Injury Claims in respect of Jean Nate products or other products produced by the Debtors, other than any Debtor or any current or former officer, director, authorized agent, or employee of the Debtors. For the avoidance of doubt, (i) any insurer of the Debtors that may be liable for Talc Personal Injury Claims (to the extent of such insurer's liability for such Talc Personal Injury Claims; for the avoidance of doubt, nothing in this definition shall alter any other provision of this Plan with respect to any obligations unrelated to Talc Personal Injury Claims, if any, of any such insurers), and (ii) Bristol-Myers Squibb Company and its Affiliates shall be Excluded Parties.

127. "Exculpated Parties" means, collectively, and in each case in its capacity as such: (a) the Consenting Creditor Parties; (b) the BrandCo Agent; (c) the DIP Lenders and DIP Agents; (d) the Creditors' Committee and each of its members as of the Effective Date; (e) each Debtor and Reorganized Debtor; and (f) with respect to each of the Entities in the foregoing clauses (a) through (e), each such Entity's current and former Affiliates (regardless of whether such interests are held directly or indirectly); (g) with respect to each of the Entities in the foregoing clauses (a) through (f), each such Entity's current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (h) with respect to each of the Entities in the foregoing clauses (a) through (g), each such Entity's current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals.

128. "Executive Severance Term Sheet" means the term sheet setting forth the terms and conditions of the amended Revlon Executive Severance Pay Plan, which was provided by counsel to the Debtors to counsel to the Ad Hoc Group of BrandCo Lenders on December 19, 2022.

129. "Executory Contract" means a contract to which one or more of the Debtors is a party and that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

130. "Exit ABL Facility" means a new senior secured revolving credit facility, which shall be (a) in an aggregate principal amount and on terms to be set forth in the Exit ABL Facility Documents and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

131. "Exit ABL Facility Credit Agreement" means the credit agreement governing the Exit ABL Facility, which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

132. "Exit ABL Facility Documents" means the Exit ABL Facility Credit Agreement and any and all other agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the Exit ABL Facility, in each case which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

133. "Exit FILO Facility" means a new senior secured first-in, last out term loan facility, which shall be (a) in an aggregate principal amount and on terms to be set forth in the Exit FILO Facility Documents and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

134. "Exit FILO Facility Credit Agreement" means the credit agreement governing the Exit FILO Facility, which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

135. "Exit FILO Facility Documents" means the Exit FILO Facility Credit Agreement and any and all other agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the Exit FILO Facility, in each case which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

136. "Exit Facilities" means, collectively, (a) the First Lien Exit Facilities, consisting of the Take-Back Facility and the Incremental New Money Facility, or the Third-Party New Money Exit Facility, as applicable, (b) the Exit ABL Facility, (c) the Exit FILO Facility, and (d) the New Foreign Facility.

137. "Exit Facilities Agents" means the agent(s) under the Exit Facilities.

138. "Exit Facilities Documents" means, collectively, the First Lien Exit Facilities Documents or the Third-Party New Money Exit Facility Documents, as applicable, the

Exit ABL Facility Documents, the Exit FILO Facility Documents, and the New Foreign Facility Documents.

139. "Exit Facilities Lenders" means the lenders under the Exit Facilities.

140. "Federal Judgment Rate" means the interest rate provided under section 1961 of the Judicial Code, calculated as of the Petition Date.

141. "File," "Filed," or "Filing" means file, filed, or filing with the Bankruptcy Court, the Clerk of the Bankruptcy Court, or any of its or their authorized designees in the Chapter 11 Cases, including, with respect to a Proof of Claim, the Voting and Claims Agent.

142. "FILO ABL Claim" means any Claim on account of the "Tranche B Term Loans," as defined in the ABL Facility Credit Agreement, derived from, based upon, relating to, or arising under the ABL Facility Credit Agreement.

143. "Final DIP Order" means 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* entered by the Bankruptcy Court on August 2, 2022 [Docket No. 330].

144. "Final Order" means an order, ruling, or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the Clerk of the Bankruptcy Court on the docket in the Chapter 11 Cases (or by the clerk of such other court of competent jurisdiction on the docket of such court), which has not been reversed, stayed, modified, amended, or vacated, and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, stay, reargument, or rehearing has been timely taken or is pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order or judgment was appealed, or certiorari shall have been denied, or a new trial, stay, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Bankruptcy Rules.

145. "Financing Transactions Litigation Claims" means any Cause of Action arising out of or related to: (a) the facts and circumstances alleged in the complaint filed in *AIMCO CLO 10 Ltd et al*. v. *Revlon, Inc. et al.*, Adv. Pro. Case No. 1:22-ap-1167 (Bankr. S.D.N.Y.), including all causes of action that were or could have been alleged therein (including any claims asserted or assertable against Citibank, N.A., in its capacity as 2016 Agent) and counterclaims alleged in connection therewith; (b) the facts and circumstances alleged in the complaint filed in *UMB Bank, N.A.* v. *Revlon, Inc., et al.*, No. 1:20-cv-06352 (S.D.N.Y. 2020), including all causes of action alleged therein; (c) the 2019 Financing Transaction and/or BrandCo Financing Transaction, including: (i) the facts and circumstances related to the negotiation of and entry into the 2019 Credit Agreement and any related transactions or agreements, including any related

amendments to the 2016 Credit Agreement; (ii) the facts and circumstances related to the negotiation of and entry into the BrandCo Credit Agreement and any related transactions or agreements, including any related amendments to the 2016 Credit Agreement; (iii) the repayment of any "Obligations" (as defined in the 2016 Credit Agreement), including with borrowings under the 2019 Credit Agreement; (iv) the repayment of any "Obligations" (as defined in the 2016 Credit Agreement), including with borrowings under the BrandCo Credit Agreement; or (v) the facts and circumstances related to the negotiation of and entry into the 2020 Revolver Joinder Agreement and any related transactions or agreements; (d) the Loan Documents (as defined in the 2016 Credit Agreement, the 2019 Credit Agreement, or the BrandCo Credit Agreement), including any intercreditor agreements related thereto; or (e) any associated transactions related to the foregoing clauses (a) through (d).

146. "First Lien Exit Facilities" means the Take-Back Facility and the Incremental New Money Facility.

147. "First Lien Exit Facilities Credit Agreement" means the credit agreement governing the Take-Back Facility and the Incremental New Money Facility, which shall be (a) in the aggregate principal amount and on the terms set forth in the First Lien Exit Facilities Term Sheet, and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

148. "First Lien Exit Facilities Documents" means the First Lien Exit Facilities Credit Agreement, the First Lien Exit Facilities Term Sheet, and any and all other agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the First Lien Exit Facilities, in each case which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

149. "First Lien Exit Facilities Term Sheet" means the term sheet which sets forth the material terms of the First Lien Exit Facilities, which is attached as Exhibit C to the Restructuring Support Agreement.

150. "General Unsecured Claim" means any Talc Personal Injury Claim, Non-Qualified Pension Claim, Trade Claim, or Other General Unsecured Claim.

151. "Global Bonus Program" means the global bonus program to be approved and implemented in the Confirmation Order and otherwise adopted by the Reorganized Debtors as soon as practicable following the Effective Date (but no later than 21 days after the Effective Date, absent any ordinary course administrative delay that is not caused for purposes of circumventing this requirement by any equity holder or any member of the Reorganized Holdings Board other than the Debtors' chief executive officer), the terms of which shall be consistent with the Restructuring Support Agreement and have been agreed upon by the Debtors and the Required Consenting BrandCo Lenders, for (a) employees that will not be participants in the Enhanced Cash Incentive Program but that are currently participants in the KERP, and (b) other employees, as may be mutually agreed upon by the Debtors and the Required Consenting BrandCo Lenders

152. "Governmental Unit" means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

153. "GUC Administrator" means the person appointed to act as trustee of the GUC Trust pursuant to the terms of the GUC Trust Agreement and the Plan.

154. "GUC Settlement Amount" means Cash in an aggregate amount equal to $44 million.

155. "GUC Settlement Top Up Amount" means Cash in an aggregate amount equal to 13% of the aggregate Allowed Contract Rejection Claims in excess of $50 million.

156. "GUC Settlement Total Amount" means the GUC Settlement Amount and the GUC Settlement Top Up Amount.

157. "GUC Trust" means the trust to be established on the Effective Date in accordance with the Plan to administer General Unsecured Claims (other than Talc Personal Injury Claims) in applicable Classes that vote to accept the Plan.

158. "GUC Trust Agreement" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the GUC Trust, which shall be (a) drafted by the Creditors' Committee, (b) included in the Plan Supplement, and (c) in form and substance reasonably acceptable to the Debtors, the Required Consenting 2020 B-2 Lenders, and the Creditors' Committee.

159. "GUC Trust Assets" means, collectively, (a) the GUC Trust/PI Fund Operating Reserve to be administered by the GUC Trust for the GUC Trust and the PI Settlement Fund and allocated by the GUC Administrator and PI Claims Administrator as determined from time to time, (b) the GUC Settlement Total Amount allocable to any of Classes 9(b), (c), and/or (d) of General Unsecured Claims that vote to accept the Plan, and (c) an interest in the portion of the Retained Preference Action Net Proceeds allocable to any of Classes 9(b), (c), and/or (d) of General Unsecured Claims that vote to accept the Plan (up to 63.9% of the Retained Preference Action Net Proceeds); *provided*, *however* that, pursuant to Article IV.A.5 of the Plan, the GUC Administrator, acting for the GUC Trust and as agent for the PI Settlement Fund, shall receive as of emergence 100% of the Retained Preference Actions and prosecute or otherwise liquidate the Retained Preference Actions both on behalf of the GUC Trust and as agent for the PI Settlement Fund, and transfer, solely in the event that Class 9(a) votes to accept the Plan, 36.10% of any Retained Preference Action Net Proceeds to the PI Settlement Fund to be administered in accordance with the terms of the PI Settlement Fund Agreement; *provided further* that any portion of the Retained Preference Action Net Proceeds allocable to any Class of General Unsecured Claims that votes to reject the Plan shall be transferred to the Reorganized Debtors.

160. "GUC Trust Beneficiaries" means the Holders of Classes 9(b), 9(c), and 9(d) Claims, in each case, solely to the extent such Classes vote to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied.

161. "GUC Trust Interest" means a beneficial interest in the GUC Trust.

162. "GUC Trust/PI Fund Operating Expenses" means any and all costs, expenses, fees, taxes, disbursements, debts, or obligations incurred from the operation and administration of the GUC Trust and the PI Settlement Fund, including in connection with the prosecution or settlement of Retained Preference Actions, and all compensation, costs, and fees of the GUC Administrator, the PI Claims Administrator, and any professionals retained by the GUC Trust and/or the PI Settlement Fund.

163. "GUC Trust/PI Fund Operating Reserve" means a reserve to be established solely to pay the GUC Trust/PI Fund Operating Expenses, which reserve shall be (a) funded (i) by the Debtors or the Reorganized Debtors, as applicable, in an amount equal to $4 million (which amount may be increased by up to $1 million by the Bankruptcy Court for good cause shown by the GUC Administrator) *less* the aggregate amount of fees and expenses of members of the Creditors' Committee paid as Restructuring Expenses in excess of $500,000 and (ii) from proceeds of Retained Preference Actions recovered by the GUC Trust (on its own behalf and as agent for the PI Settlement Fund); (b) held in a segregated account and administered by the GUC Administrator for the GUC Trust and as agent for the PI Settlement Fund on and after the Effective Date, and (c) allocated as between the GUC Trust and the PI Settlement Fund by the GUC Administrator and PI Claims Administrator as determined from time to time.

164. "Hair Straightening Advisor Expenses" means the reasonable and necessary documented out-of-pocket fees (including attorneys' fees) and expenses of Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation; Andrews Myers, P.C.; Pryor Cashman LLP; and Burns Bair LLP, each as counsel and/or advisors to certain Hair Straightening Claimants, that are incurred in connection with these Chapter 11 Cases through the Effective Date, up to an aggregate amount not to exceed $1.0 million; *provided* that such fees and expenses shall not include any fees and expenses related to preparing any objections to the Plan, including discovery related thereto.

165. "Hair Straightening Bar Date" means the supplemental bar date of April 11, 2023 at 5:00 p.m., prevailing Eastern Time established for Hair Straightening Claims pursuant to the Hair Straightening Bar Date Order.

166. "Hair Straightening Bar Date Order" means the *Order (I) Establishing Supplemental Deadline for Submitting Hair Straightening Proofs of Claim, (II) Approving the Notice Thereof; and (III) Granting Related Relief* [Docket No. 1574].

167. "Hair Straightening Claim" means any Claim against the Debtors arising out of or related to the alleged use of or exposure to chemical hair straightening or relaxing products produced, manufactured, distributed, or sold by Revlon, Inc. or its affiliated Debtors, or for which Revlon, Inc. or its affiliated Debtors are or are alleged to be liable, including without limitation those hair straightening or relaxing products marketed under the brands "Crème of Nature", "African Pride," "French Perm," "Fabulaxer," "Revlon Professional," "Revlon Realistic," "Herbarich," or "All Ways Natural Relaxer" that existed, arose, or is deemed to have arisen, prior to the Petition Date, no matter how remote, contingent, unliquidated, manifested or unmanifested, that has not been settled, compromised or otherwise resolved. For the avoidance of doubt, any Claims of the Debtors' insurers shall not be considered Hair Straightening Claims.

168. "Hair Straightening Claimant" means any Holder of a Hair Straightening Claim.

169. "Hair Straightening Claims Defense Costs" means any expense directly allocable to any Hair Straightening Claim under any insurance policy (including, but not limited to expenses arising from: (i) all supplementary payments as defined under any such applicable insurance policy; (ii) all court costs, fees, and expenses; (iii) all costs, fees, and expenses incurred for or in connection with all attorneys, witnesses, experts, depositions, reported or recorded statements, summonses, service of process, legal transcripts, or testimony, copies of any public records, alternative dispute resolution proceedings, investigative services, non-employee adjusters, medical examinations, autopsies, or medical cost containment; (iv) declaratory judgment, subrogation claims and proceedings; (v) any other fees, costs, or expenses reasonably chargeable to the investigation, negotiation, settlement, or defense of any Hair Straightening Claim under any insurance policy or agreement; and (vi) any interest accrued in connection with the foregoing) that a Debtor or Reorganized Debtor is required to pay directly or to reimburse an applicable insurer for pursuant to the terms of the applicable insurance policy and any agreements, documents, or instruments relating thereto (each as construed in accordance with applicable non-bankruptcy law).

170. "Hair Straightening Deductible or SIR Obligation" has the meaning set forth in Article VIII.L.3.

171. "Hair Straightening Liquidation Action" has the meaning set forth in Article IX.A.6.

172. "Hair Straightening MDL" means the multidistrict litigation titled *In re Hair Relaxer Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 3060, currently pending in the Northern District of Illinois.

173. "Hair Straightening Proof of Claim" means a Proof of Claim evidencing a Hair Straightening Claim that is timely and properly filed in accordance with the Hair Straightening Bar Date Order or that is otherwise deemed timely and properly filed pursuant to a Final Order finding excusable neglect or a stipulation with the Debtors or Reorganized Debtors, as applicable.

174. "Holder" means an Entity holding a Claim or Interest, as applicable.

175. "Holdings" means Revlon, Inc.

176. "Impaired" means, with respect to any Class of Claims or Interests, a Class of Claims or Interests that is not Unimpaired.

177. "Incremental New Money Facility" means the new money credit facility contemplated under the Debt Commitment Letter, which shall be (a) in the aggregate principal amount and on the terms set forth in the First Lien Exit Facilities Term Sheet and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

178. "Indemnification Provisions" means each of the Debtors' indemnification provisions currently in place as of the Petition Date, whether in the Debtors' bylaws, certificates

of incorporation, other formation documents, board resolutions, or in the contracts of the current and former directors, officers, managers, employees, attorneys, other professionals, and agents of the Debtors.

179. "Intercompany Claim" means any Claim held by a Debtor or a direct or indirect subsidiary of a Debtor, other than an Intercompany DIP Facility Claim.

180. "Intercompany DIP Facility" means the postpetition superpriority junior secured debtor-in-possession intercompany credit facility provided for under the Final DIP Order.

181. "Intercompany DIP Facility Claim" means any Claim held by a BrandCo Entity derived from, based upon, relating to, or arising under the Intercompany DIP Facility.

182. "Intercompany DIP Facility Lenders" means the lenders from time to time under the Intercompany DIP Facility.

183. "Intercompany Interest" means an Interest (other than Interests in Holdings) held by a Debtor or a Debtor Affiliate.

184. "Interest" means any common stock, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit, or share in a Debtor, including all issued, unissued, authorized, or outstanding shares of capital stock of the Debtors and any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

185. "Interim Compensation Order" means the *Order Authorizing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Docket No. 259].

186. "Interim DIP Order" means the *Interim 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, (V) Scheduling A Final Hearing, and (VI) Granting Related Relief* [Docket No. 70].

187. "IRC" means the Internal Revenue Code of 1986, as amended.

188. "Judicial Code" means title 28 of the United States Code, 28 U.S.C. §§ 1-5001.

189. "KEIP" means the key employee incentive plan approved pursuant to the *Order Approving the Debtors' Key Employee Incentive Plan* [Docket No. 705].

190. "KERP" means the key employee retention plan approved pursuant to the *Order Approving the Debtors' Key Employee Retention Plan* [Docket No. 281].

191. "Lien" means a lien as defined in section 101(37) of the Bankruptcy Code.

192. "LLC Agreement" means the limited liability company agreement for Reorganized Holdings, including all exhibits, annexes, and schedules thereto, which shall be in all respects in form and substance acceptable to the Required Consenting 2020 B-2 Lenders and consistent with Article IV.G of the Plan.

193. "Management Incentive Plan" means the management incentive compensation program to be established and implemented by the Reorganized Holdings Board after the Effective Date on terms consistent with the Plan and Confirmation Order.

194. "MDL Direct Filing Order" has the meaning set forth in Article IX.A.6.

195. "MIP Award" means each grant with respect to New Common Stock awarded under the Management Incentive Plan, which shall (a) dilute the New Common Stock issued under the Plan, in connection with the Equity Rights Offering (including the New Common Stock issued in connection with the Backstop Commitment Premium) and/or upon exercise of the New Warrants and (b) have the benefit of anti-dilution protections on account of any New Common Stock issued by the Reorganized Debtors after the Effective Date, upon exercise of the New Warrants.

196. "MIP Equity Pool" means 7.5% of the New Common Stock, on a fully diluted basis, to be reserved to grant awards pursuant to the Management Incentive Plan in accordance with Article IV.N.

197. "Netting Agreement Indemnity Claims" means any and all Claims of the 2016 Agent arising from, in connection with, or with respect to any netting agreements by and among RCPC and the BrandCo Agent, on the one hand, and lender(s) party to the BrandCo Credit Agreement from time to time, on the other hand, including but not limited to those described in proofs of claim numbers 1516-1517, 1563, 1566, 1611, 1616, 1628, 1646, 1652, and 1656-1662 filed by the 2016 Agent, which, for the avoidance of doubt, shall be classified as Other General Unsecured Claims.

198. "New Boards" means, collectively, the Reorganized Holdings Board and the New Subsidiary Boards, as initially established on the Effective Date in accordance with the terms of the Plan and the applicable New Organizational Documents.

199. "New Common Stock" means the limited liability company interests in Reorganized Holdings to be issued on or after the Effective Date.

200. "New Foreign Facility" means a new foreign term loan facility entered into by certain of the Debtors' non-Debtor Affiliates, which shall be (a) in an aggregate principal amount and on terms to be set forth in the New Foreign Facility Documents and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

201. "New Foreign Facility Documents" means the credit agreement and any and all other agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, and

instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the New Foreign Facility, in each case which shall be in all respects in form and substance acceptable to the Debtors or their non-Debtor Affiliates that are party thereto, and the Required Consenting BrandCo Lenders.

202. "New Organizational Documents" means the LLC Agreement and the other organizational and governance documents for the Reorganized Debtors, including, as applicable, the certificates or articles of incorporation, certificates of formation, certificates of organization, certificates of limited partnership, certificates of conversion, limited liability company agreements, operating agreements, limited partnership agreements, stockholder or shareholder agreements, bylaws, indemnification agreements, any registration rights agreements (or equivalent governing documents of any of the foregoing), and the New Shareholders' Agreement, if applicable, in each case in form and substance acceptable to the Required Consenting 2020 B-2 Lenders and consistent with section 1123(a)(6) of the Bankruptcy Code and Article IV.G of the Plan.

203. "New Securities" means, together, the New Common Stock, the Equity Subscription Rights, and New Warrants (including any New Common Stock issued upon the exercise of the Equity Subscription Rights, and/or the exercise of the New Warrants).

204. "New Shareholders' Agreement" means that certain shareholders' agreement, if any, effective as of the Effective Date, addressing certain matters relating to New Common Stock, a form of which will be included in the Plan Supplement, if applicable, and which shall be in form and substance acceptable to the Required Consenting 2020 B-2 Lenders.

205. "New Subsidiary Boards" means, with respect to each of the Reorganized Debtors other than Reorganized Holdings, the initial board of directors, board of managers, or member, as the case may be, of each such Reorganized Debtor.

206. "New Warrant Agreement" means the warrant agreement to be entered into by Reorganized Holdings that will govern the New Warrants, the form of which shall be included in the Plan Supplement and which shall (a) be consistent with the Plan, (b) be in form and substance acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders, and, solely to the extent required under the Restructuring Support Agreement, reasonably acceptable to the Creditors' Committee, and (c) provide, without limitation: (i) that to the fullest extent permitted by applicable law, the New Warrants shall be deemed issued pursuant to Section 1145 of the Bankruptcy Code and entitled to the rights and benefits accorded to holders of securities issued pursuant to a reorganization plan pursuant to that provision; (ii) for a cashless right of exercise; (iii) customary anti-dilution provisions; (iv) no Black-Scholes or any similar protection; and (v) that amendments to terms that are customarily deemed fundamental in similar instruments shall require the consent of each holder affected thereby.

207. "New Warrants" means new 5-year warrants exercisable to purchase an aggregate number of shares of New Common Stock equal to (after giving effect to the full exercise of such warrants and the Equity Rights Offering, but subject to dilution by any New Common Stock issued in connection with any MIP Awards) 11.75% of the New Common Stock, which will be issued by Reorganized Holdings on the Effective Date pursuant to the New Warrant Agreement, with a strike price set at an enterprise value of $4 billion.

208. "Non-BrandCo Entities" means Company Entities that are not BrandCo Entities.

209. "Non-Qualified Pension Claim" means any Claim held by a former employee of the Debtors arising from any of the Debtors' nonqualified supplemental income plans or agreements, including (a) the Revlon Supplementary Retirement Plan, (b) the Revlon Pension Equalization Plan, (c) the Excess Savings Plan, (d) the Foreign Service Employees Pension Plan, or (e) any individual agreement.

210. "Non-Voting Disputed Claims" means Claims that are subject to a pending objection by the Debtors that are not entitled to vote the disputed portion of their claim pursuant to the Solicitation and Voting Procedures.

211. "OpCo Debtors" means the Debtors other than the BrandCo Entities.

212. "OpCo Term Loan Claim" means any (a) 2016 Term Loan Claim against any OpCo Debtor or (b) 2020 Term B-3 Loan Claim against any OpCo Debtor.

213. "Other General Unsecured Claim" means any Claim, other than an Administrative Claim (including any Professional Compensation Claims), a Priority Tax Claim, a DIP Claim, an Other Secured Claim, an Other Priority Claim, a FILO ABL Claim, a 2020 Term B-1 Loan Claim, a 2020 Term B-2 Loan Claim, a 2020 Term B-3 Loan Claim, a 2016 Term Loan Claim, an Unsecured Notes Claim, a Talc Personal Injury Claim, a Non-Qualified Pension Claim, a Trade Claim, a Qualified Pension Claim, a Retiree Benefit Claim, or an Intercompany Claim, and including, for the avoidance of doubt, (a) all Contract Rejection Claims, (b) Hair Straightening Claims, and (c) any indemnity Claim by contract counterparties of the Debtors related to a Talc Personal Injury Claim.

214. "Other GUC Settlement Distribution" means (a) 18.77% of (i) the GUC Settlement Amount and (ii) any Retained Preference Action Net Proceeds *plus* (b) the GUC Settlement Top Up Amount, which, in each case, shall be (x) if Class 9(d) votes to accept the Plan, allocated to Holders of Allowed Other General Unsecured Claims for distribution in accordance with the Plan or (y) if Class 9(d) votes to reject the Plan, retained by (or, with respect to any Retained Preference Action Net Proceeds, remitted to) the Reorganized Debtors.

215. "Other Priority Claim" means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

216. "Other Secured Claim" means any Secured Claim, other than an ABL DIP Facility Claim, a Term DIP Facility Claim, an Intercompany DIP Facility Claim, a 2016 Term Loan Claim, a 2020 Term B-1 Loan Claim, a 2020 Term B-2 Loan Claim, a 2020 Term B-3 Loan Claim, or a FILO ABL Claim.

217. "PBGC" means the Pension Benefit Guaranty Corporation, a wholly owned United States government corporation, and an agency of the United States created by ERISA.

218. "Pension Settlement Distribution" means 19.86% of (a) the GUC Settlement Amount and (b) any Retained Preference Action Net Proceeds, which, in each case, shall be (x) if Class 9(b) votes to accept the Plan, allocated to Holders of Allowed Non-Qualified Pension Claims for distribution in accordance with the Plan or (y) if Class 9(b) votes to reject the Plan, retained by (or, with respect to any Retained Preference Action Net Proceeds, remitted to) the Reorganized Debtors.

219. "Person" means a person as such term is defined in section 101(41) of the Bankruptcy Code.

220. "Petition Date" means June 15, 2022.

221. "PI Claims Administrator" means the person appointed to administer the PI Settlement Fund pursuant to the terms of the PI Settlement Fund Agreement, the PI Claims Distributions Procedures, and the Plan.

222. "PI Claims Distribution Procedures" means the claims distribution procedures for distributions to Holders of Talc Personal Injury Claims, to be developed by or at the direction of the Creditors' Committee, which shall be reasonably acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

223. "PI Settlement Fund" means the trust or escrow established to administer distributions from the PI Settlement Fund Assets to the Holders of Talc Personal Injury Claims, in accordance with the PI Settlement Fund Agreement, the PI Claims Distribution Procedures, and the Plan.

224. "PI Settlement Fund Agreement" means the agreement establishing and delineating the terms and conditions for the creation and operation of the PI Settlement Fund, which shall be (a) included in the Plan Supplement, and (b) in form and substance reasonably acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

225. "PI Settlement Fund Assets" means collectively (a) the PI Settlement Fund's interest in the GUC Trust/PI Fund Operating Reserve, (b) the GUC Settlement Amount allocable to Class 9(a) (Talc Personal Injury Claims), and (c) an interest in 36.10% of Retained Preference Action Net Proceeds (to be transferred to the PI Settlement Fund by the GUC Administrator as and when realized pursuant to Article IV.A.5 of the Plan), in each case, only in the event that Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied.

226. "Plan" means this joint chapter 11 plan and all exhibits, supplements, appendices, and schedules hereto, as may be altered, amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, including the Plan Supplement (as altered, amended, supplemented, or otherwise modified from time to time), which is incorporated herein by reference and made part of the Plan as if set forth herein and which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders, and, to solely the extent required under the Restructuring Support Agreement, reasonably acceptable to the Creditors' Committee and the Required Consenting 2016 Lenders.

227. "Plan Equity Value" means approximately $1.58 billion.

228. "Plan Objection Deadline" means the plan objection deadline approved by the Bankruptcy Court pursuant to the Disclosure Statement Order or as otherwise set by the Bankruptcy Court.

229. "Plan Settlement" shall have the meaning set forth in Article X.A.

230. "Plan Supplement" means the compilation of documents, term sheets setting forth the material terms of documents, and forms of documents, agreements, schedules, and exhibits to the Plan, which shall, in each case, be in form and substance consistent with the Restructuring Support Agreement (including the consent rights therein), to be Filed by the Debtors no later than seven (7) days prior to the Plan Objection Deadline or such later date as may be approved by the Bankruptcy Court, and additional documents filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement, as may be amended, modified, or supplemented from time to time. The Plan Supplement may include the following, or the material terms of the following, as applicable: (a) the New Organizational Documents for Reorganized Holdings; (b) the Schedule of Rejected Executory Contracts and Unexpired Leases; (c) the Schedule of Retained Causes of Action; (d) the identity of the initial members of the Reorganized Holdings Board; (e) the Description of Transaction Steps; (f) the First Lien Exit Facilities Credit Agreement; (g) the Exit ABL Facility Credit Agreement; (h) the Exit FILO Facility Credit Agreement; (i) the Third-Party New Money Exit Facility Credit Agreement (if any); (j) the New Warrant Agreement; (k) the identity of the GUC Administrator; (l) the PI Claims Distribution Procedures; (m) the PI Settlement Fund Agreement; (n) the identity of the PI Claims Administrator; and (o) the GUC Trust Agreement. Subject to the terms of the Restructuring Support Agreement (including the consent rights set forth therein), the Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date, and the Reorganized Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement in accordance with applicable law.

231. "Plan TEV" means $3 billion.

232. "Priority Tax Claim" means any Claim of a governmental unit of the type described in section 507(a)(8) of the Bankruptcy Code.

233. "Pro Rata" means, except as otherwise specified herein, the proportion that an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of the Allowed Claims and Disputed Claims or Allowed Interests and Disputed Interests, as applicable, in such Class; *provided* that the Pro Rata share of the Talc Personal Injury Settlement Distribution allocable to each Holder of an Allowed Talc Personal Injury Claim shall be calculated by the methodology set forth in the PI Claims Distribution Procedures.

234. "Professional" means an Entity (a) employed pursuant to a Final Order of the Bankruptcy Court in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Effective Date, pursuant to sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code, or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the

Bankruptcy Code. For the avoidance of doubt, the term "Professional" does not include the BrandCo Lender Group Advisors.

235. "Professional Compensation Claims" means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the date of Confirmation under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

236. "Professional Fee Escrow" means an account, which may be interest-bearing, funded by the Debtors with Cash prior to the Effective Date in an amount equal to the Professional Fee Escrow Amount.

237. "Professional Fee Escrow Amount" means the aggregate amount of Professional Compensation Claims and other unpaid fees and expenses that Professionals estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Effective Date, which estimates Professionals shall deliver to the Debtors as set forth in Article II.B of the Plan.

238. "Proof of Claim" means a written proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

239. "Qualified Pension Claim" means any Claim arising from any Qualified Pension Plans, including any Claims filed by the PBGC.

240. "Qualified Pension Plans" means the Debtors' qualified defined benefit plans covered by Title IV of ERISA, including (a) the Revlon Employees' Retirement Plan and (b) the Revlon-UAW Pension Plan.

241. "RCPC" means Revlon Consumer Products Corporation.

242. "Reinstate," "Reinstated," or "Reinstatement," means, with respect to any Claims or Interest, that such Claim or Interest shall be rendered Unimpaired in accordance with section 1124(2) of the Bankruptcy Code.

243. "Released Parties" means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party; *provided*, *further*, that, in each case, an Entity shall not be a Released Party if it: (a) elects to opt out of the releases, if permitted to opt out; (b) does not elect to opt into the releases, if permitted to opt in; (c) files with the Bankruptcy Court an objection to the Plan, including the releases, that is not consensually resolved before Confirmation or supports any such objection or objector; or (d) proposes or supports an Alternative Restructuring Proposal without the Debtors' consent.

244. "Releasing Parties" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor Affiliate; (d) each of the Consenting Creditor Parties; (e) the DIP Lenders; (f) the Creditors' Committee and each of its members in their capacity as such; (g) the DIP Agents; (h) the Unsecured Notes Indenture Trustee; (i) the BrandCo Agent; (j) Citibank, N.A., as the 2016 Agent; (k) the ABL Agents; (l) the Equity Commitment Parties; (m) the Exit Facilities Lenders; (n) the Exit Facilities Agents; (o) each of the

parties to Adv. Proc. No. 22-01167; (p) each Holder of Qualified Pension Claims, Retiree Benefit Claims, or Non-Voting Disputed Claims that does not elect to opt out of the releases contained in the Plan; (q) each Holder of Claims or Interests that is deemed to accept the Plan and does not elect to opt out of the releases contained in the Plan; (r) each Holder of Claims that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the releases contained in the Plan, or (iii) votes to reject the Plan and does not elect to opt out of the releases contained in the Plan; (s) each Holder of Claims that is deemed to reject the Plan but does not elect to opt out of the releases contained in the Plan; (t) each Holder of publicly traded Interests in Holdings that elects to opt in to the releases contained in the Plan; (u) with respect to each of the Entities in the foregoing clauses (a) through (t), each such Entity's current and former Affiliates (regardless of whether such interests are held directly or indirectly); (v) with respect to each of the Entities in the foregoing clauses (a) through (u), each such Entity's current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (w) with respect to each of the Entities in the foregoing clauses (a) through (v), each such Entity's current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals; *provided* that no Holder that votes to accept the Plan shall be entitled to opt out of, and each such Holder shall be deemed to opt into, the releases; *provided*, *further* that, with respect to any Holder of a Claim or Interest (other than any Holder of publicly traded Interests in Holdings) that does not elect to opt out of the releases contained in the Plan in any capacity, and with respect to any Holder of publicly traded Interests in Holdings that opts into the releases contained in the Plan in any capacity, such Holder and each Affiliate of such Holder that is also a Holder of a Claim or Interest shall be deemed to opt into the Third-Party Releases in all capacities.

245. "Reorganized Debtors" means (a) the Debtors, or any successor or assignee thereto, by merger, consolidation, reorganization, or otherwise, on or after the Effective Date and (b) to the extent not already encompassed by clause (a), Reorganized Holdings and any newly formed subsidiaries thereof, on or after the Effective Date, including the Entity or Entities in which the assets of the Estates are vested as of the Effective Date.

246. "Reorganized Holdings" means either, as determined by the Debtors, with the reasonable consent of the Required Consenting BrandCo Lenders, and set forth in the Description of Transaction Steps, (a) Holdings, as reorganized pursuant to and under the Plan, or any successor or assign thereto by merger, consolidation, reorganization, or otherwise, (b) RCPC, or any successor or assign thereto by merger, consolidation, reorganization or otherwise, or (c) a new Entity that may be formed or caused to be formed to, among other things, directly or indirectly acquire substantially all of the assets and/or equity of the Debtors and issue the New Common Stock and New Warrants to be distributed pursuant to the Plan or sold pursuant to the Equity Rights Offering.

247. "Reorganized Holdings Board" means the initial board of managers of Reorganized Holdings on and after the Effective Date, the members of which shall be set forth in the Plan Supplement.

248. "Required Consenting 2016 Lenders" has the meaning set forth in the Restructuring Support Agreement.

249. "Required Consenting 2020 B-2 Lenders" has the meaning set forth in the Restructuring Support Agreement.

250. "Required Consenting BrandCo Lenders" has the meaning set forth in the Restructuring Support Agreement.

251. "Reserved Shares" has the meaning set forth in Article IV.A.3.

252. "Restructuring Expenses" means, collectively, (a) all reasonable and documented fees (including applicable transaction fees, financing fees, completion fees, and attorneys' fees) and expenses of the BrandCo Agent and the BrandCo Lender Group Advisors, (b) [reserved], (c) the 2016 Term Loan Agent Fees and Expenses (as defined in and solely to the extent payable in accordance with the Final DIP Order), (d) subject to the terms of the Restructuring Support Agreement, the reasonable and documented fees (including applicable transaction fees, financing fees, completion fees, and attorneys' fees) and expenses of (i) the 2016 Term Loan Lender Group Advisors, incurred through February 16, 2023, in an aggregate amount not to exceed $11 million (excluding any fees and expenses paid by the Debtors to 2016 Term Loan Lender Advisors prior to February 16, 2023) and (ii) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Ad Hoc Group of 2016 Term Loan Lenders, incurred after February 16, 2023 through the Effective Date, in an aggregate amount not to exceed $350,000 per month (with such cap prorated for any partial months during such period), solely to the extent incurred in accordance with the Restructuring Support Agreement, and (e) Hair Straightening Advisor Expenses, subject to the following conditions: (i) no Hair Straightening Claimant (either directly or through counsel) has objected to confirmation of the Plan or any matter related thereto; and (ii) no Hair Straightening Claimant (either directly or through counsel) has filed any document, made any statement (other than in furtherance of Confirmation of the Plan), or sought any discovery in or in connection with these Chapter 11 Cases since the filing of the initial Plan Supplement.

253. "Restructuring Support Agreement" means that certain Amended and Restated Chapter 11 Restructuring Support Agreement, dated as of February 21, 2023 (including all exhibits, annexes, and schedules thereto and as may be further amended, supplemented, or modified pursuant to the terms thereof), by and among the Debtors and the Consenting Creditor Parties, which is attached to the Disclosure Statement as **Exhibit B**.

254. "Restructuring Transactions" means the transactions contemplated by the Plan, the Restructuring Support Agreement, and each other Definitive Document, including without limitation the restructuring of the Debtors, the Plan Settlement, the transactions set forth in the Description of Transaction Steps and any other Plan Supplement document, and each other transaction and other action as may be necessary or appropriate to implement the foregoing on the terms set forth in the Plan and the Restructuring Support Agreement, including the issuance of the New Securities, the incurrence of the Exit Facilities, the creation of the GUC Trust and the PI Settlement Fund (if applicable), and any other transactions as described in Article IV.B of the Plan.

255. "Retained Causes of Action" means any Estate Cause of Action that is not released, waived, or transferred by the Debtors pursuant to the Plan, including the Retained Preference Actions, and the claims and Causes of Action set forth in the Schedule of Retained Causes of Action.

256. "Retained Preference Action" means any Estate Cause of Action arising under section 547 of the Bankruptcy Code, and any recovery action related thereto under section 550 of the Bankruptcy Code, against a vendor of the Debtors (other than any critical vendor reasonably designated by the Debtors or the Reorganized Debtors).

257. "Retained Preference Action Net Proceeds" means the Cash proceeds of any Retained Preference Action recovered by the GUC Trust (on its own behalf and as agent for the PI Settlement Fund) *less* any amounts required to fund GUC Trust/PI Fund Operating Expenses.

258. "Retiree Benefit Claim" means any Claim on account of retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code).

259. "Schedule of Rejected Executory Contracts and Unexpired Leases" means the schedule (as may be amended) of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be rejected by the Debtors pursuant to the provisions of Article VII of the Plan, and which shall be included in the Plan Supplement, and which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

260. "Schedule of Retained Causes of Action" means a schedule of Causes of Action of the Debtors to be retained under the Plan, which shall be included in the Plan Supplement, and which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

261. "Schedules" means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, as may be amended, modified, or supplemented from time to time.

262. "SEC" means the Securities and Exchange Commission.

263. "Secured" means, with respect to a Claim, (a) secured by a Lien on property in which any of the Debtors has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Final Order of the Bankruptcy Court, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the interest of the Holder of such Claim in the Debtors' interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) and any other applicable provision of the Bankruptcy Code, or (b) Allowed, pursuant to the Plan or a Final Order of the Bankruptcy Court, as a secured Claim.

264. "Securities Act" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, as amended, together with the rules and regulations promulgated thereunder.

265. "Settled Claims" means those certain Causes of Action to be settled in connection with the Plan in accordance with the Plan, and to be released pursuant to the Plan, which Causes of Action shall include, without limitation, (a) the Financing Transactions Litigation Claims, (b) any Cause of Action against the 2016 Agent related to, with respect to or arising from the Debtors, the Chapter 11 Cases or the 2016 Credit Agreement, and (c) any and all Causes of Action, whether direct or derivative, related to, arising from, or asserted or assertable in the Settled Litigation. For the avoidance of doubt, Settled Claims shall not include any Intercompany Claims or Intercompany Interests that the Debtors elect to Reinstate in accordance with the Plan.

266. "Settled Litigation" means: (a) any challenge to the amount, validity, perfection, enforceability, priority, or extent of, or seeking avoidance, disallowance, subordination, or recharacterization of, any portion of any Claim of, or security interest or continuing lien granted to or for the benefit of, any Holder of a 2020 Term Loan Claim or BrandCo Agent; (b) 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 against Citibank, N.A., in its capacity as 2016 Agent, or any Holder of a 2020 Term Loan Claim, BrandCo Agent or BrandCo Entity; (c) any other Challenge (as defined in the Final DIP Order) against Citibank, N.A., in its capacity as 2016 Agent, or any Holder of a 2020 Term Loan Claim or BrandCo Agent or any Claims or liens thereof; or (d) any other Financing Transactions Litigation Claims.

267. "SISO ABL DIP Facility Agent" means Crystal Financial LLC, d/b/a SLR Credit Solutions, in its capacity as SISO Term Loan Agent (as defined in the ABL DIP Facility Credit Agreement) under the ABL DIP Facility Credit Agreement, or any successor agent as permitted by the terms set forth in the ABL DIP Facility Credit Agreement

268. "Solicitation Materials" means all documents, forms, and other materials distributed in connection with the solicitation of votes on the Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code, including, without limitation, the Disclosure Statement, the forms of ballots with respect to votes on the Plan, and the opt-out and opt-in forms with respect to the Third-Party Releases, as applicable, which, in each case, shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting BrandCo Lenders, and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee.

269. "Solicitation and Voting Procedures" means the Solicitation and Voting Procedures attached to the Disclosure Statement Order as Exhibit 1.

270. "Subordinated Claim" means any Claim against any Debtor that is subordinated under section 510 of the Bankruptcy Code.

271. "Take-Back Facility" means a take-back term loan facility, which shall be (a) in the aggregate principal amount and on the terms set forth in the First Lien Exit Facilities Term Sheet and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

272. "Take-Back Term Loans" means the term loans to be issued under the Take-Back Facility.

273. "Talc Personal Injury Claim" means any Claim relating to alleged bodily injury, death, sickness, disease, or alleged disease process, emotional distress, fear of cancer, medical monitoring, or any other alleged personal injuries (whether physical, emotional, or otherwise) directly or indirectly arising out of or relating to the presence of or exposure to talc or talc-containing products manufactured, sold, and/or distributed by the Debtors based on the alleged pre-Effective Date acts or omissions of the Debtors or any other Entity for whose conduct the Debtors have or are alleged to have liability, but excluding any common law or contractual indemnification, contribution, and/or reimbursement Claim arising out of or related to the subject matter of, or the transactions or events giving rise to, any claim related to a personal injury claim brought against or that could have been brought against any of the Debtors by a commercial counterparty of the Debtors, which, for the avoidance of doubt, shall be classified as Other General Unsecured Claims. For the avoidance of doubt, any Claims of the Debtors' insurers shall not be considered Talc Personal Injury Claims.

274. "Talc Personal Injury Settlement Distribution" means 36.10% of (a) the GUC Settlement Amount and (b) any Retained Preference Action Net Proceeds, which, in each case, shall be (x) if Class 9(a) votes to accept the Plan, allocated to Holders of Allowed Talc Personal Injury Claims for distribution in accordance with the PI Claims Distribution Procedures or (y) if Class 9(a) votes to reject the Plan, retained by (or, with respect to any Retained Preference Action Net Proceeds, remitted to) the Reorganized Debtors.

275. "Term DIP Facility" means the postpetition term loan financing facility provided for under the Term DIP Facility Credit Agreement and the Final DIP Order.

276. "Term DIP Facility Agent" means Jefferies Finance LLC, in its capacity as administrative agent and collateral agent under the Term DIP Facility Credit Agreement and Wilmington Trust, National Association, in its capacity as sub-agent for and on behalf of the collateral agent under the Term DIP Facility Credit Agreement, or any successor administrative agent or collateral agent as permitted by the terms set forth in the Term DIP Facility Credit Agreement.

277. "Term DIP Facility Claim" means any Claim on account of the Term DIP Facility derived from, based upon, relating to, or arising under the Term DIP Facility Credit Agreement.

278. "Term DIP Facility Credit Agreement" means the Super-Priority Senior Secured Debtor-in-Possession Term Loan Credit Agreement, dated as of June 17, 2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among RCPC, Holdings, the Term DIP Facility Agent, and the other lending institutions party thereto from time to time.

279. "Term DIP Facility Lenders" means the lenders from time to time under the Term DIP Facility.

280. "Termination Notice" has the meaning set forth in the Restructuring Support Agreement.

281. "Third-Party New Money Exit Facility" means, if any, a third-party new money credit facility entered into in lieu of the entire (and not merely a portion of the) First Lien Exit Facilities (including to provide for payment in Cash of the Debt Commitment Premium in accordance with the Debt Commitment Letter), which shall be in an aggregate principal amount, on terms, provided by initial lenders, and in all respects in form and substance, in each case, acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

282. "Third-Party New Money Exit Facility Documents" means, if any, any and all agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the Third-Party New Money Exit Facility, which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

283. "Third-Party Releases" means the releases provided by the Releasing Parties, other than the Debtors and Reorganized Debtors, set forth in Article X.E of the Plan.

284. "Trade Claim" means any Claim for the provision of goods and services to the Debtors held by a trade creditor, service provider, or other vendor, including, without limitation, those creditors described in the *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* [Docket No. 9], or such Entity's successor in interest (through sale of such Claim or otherwise), but excluding any Contract Rejection Claims.

285. "Trade Settlement Distribution" means 25.27% of (a) the GUC Settlement Amount and (b) any Retained Preference Action Net Proceeds, which, in each case, shall be (x) if Class 9(c) votes to accept the Plan, allocated to Holders of Allowed Trade Claims for distribution in accordance with the Plan or (y) if Class 9(c) votes to reject the Plan, retained by (or, with respect to any Retained Preference Action Net Proceeds, remitted to) the Reorganized Debtors.

286. "Unexpired Lease" means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

287. "Unimpaired" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

288. "Unsecured" means, with respect to a Claim, a Claim or any portion thereof that is not Secured.

289. "Unsecured Notes" means the 6.25% Senior Notes due 2024 issued by RCPC under the Unsecured Notes Indenture.

290. "Unsecured Notes Claim" means any Claim on account of the Unsecured Notes derived from, based upon, relating to, or arising under the Unsecured Notes Indenture.

291. "Unsecured Notes Claims Allowed Amount" means an amount equal to (a) the aggregate outstanding principal amount of the Unsecured Notes as of the Petition Date of $431,300,000 *plus* (b) all accrued and unpaid interest on the Unsecured Notes as of the Petition Date in the amount of $10,108,594.

292. "Unsecured Notes Indenture" means that certain Indenture, dated as of August 4, 2016 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among RCPC, as issuer, the guarantors party thereto, and the Unsecured Notes Indenture Trustee.

293. "Unsecured Notes Indenture Trustee" means U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, in its capacity as indenture trustee under the Unsecured Notes Indenture, or any successor indenture trustee as permitted by the terms set forth in the Unsecured Notes Indenture.

294. "Unsecured Notes Settlement Distribution" means the New Warrants.

295. "Unsubscribed Shares" has the meaning set forth in Article IV.A.3 of the Plan.

296. "U.S. Trustee" means the United States Trustee for the Southern District of New York.

297. "Voting and Claims Agent" means Kroll Restructuring Administration, LLC in its capacity as the claims, noticing, and solicitation agent in the Chapter 11 Cases for the Debtors and any successors appointed by an order of the Bankruptcy Court.

298. "Wage Distributions" has the meaning set forth in Article V.C.

299. "Wages Motion" means the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief* [Docket No. 8].

300. "Workers' Compensation Claim" means a Cause of Action held by an employee of the Debtors for workers' compensation coverage under the workers' compensation program applicable in the particular state in which the employee is employed by the Debtors.

301. "Zurich" means Zurich American Insurance Company, American Zurich Insurance Company, Zurich Insurance Ltd, and any of their affiliates which have issued insurance policies to any of the Debtors, and any third party administrators with respect to such insurance policies that have been issued by the foregoing entities, and any respective predecessors and/or affiliates.

302. "Zurich Insurance Contract" means all insurance policies that have been issued by Zurich and provide coverage at any time to any of the Debtors (or any of their predecessors), and all agreements, documents, or instruments relating thereto.

B. Rules of Interpretation

For purposes of the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be in that form or substantially on those terms and conditions; (3) any reference herein to an existing document, schedule or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with the Plan; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and assigns; (5) unless otherwise specified, all references herein to "Articles" and "Sections" are references to Articles and Sections, respectively, hereof; (6) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (7) any effectuating provisions may be interpreted by the Reorganized Debtors in a manner that is consistent with the overall purpose and intent of the Plan all without further Bankruptcy Court order, subject to the reasonable consent of the Required Consenting BrandCo Lenders, and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders, and such interpretation shall be binding; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (9) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (10) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (11) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (12) any term used in capitalized form in the Plan that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (13) unless otherwise specified herein, whenever the words "include," "includes," or "including" are used in the Plan, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import; (14) unless otherwise specified herein, references from or through any date mean from and including or through and including; and (15) any references herein to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter.

C. Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If any payment, distribution, act, or deadline under the Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of such act, or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, and any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided*, *however*, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state or jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

E. Reference to Monetary Figures

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

F. Reference to the Debtors or the Reorganized Debtors

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

G. Controlling Document

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan (without reference to the Plan Supplement) and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

Notwithstanding anything herein to the contrary, any and all consultation, information, notice and consent rights of the Consenting Creditor Parties (in any capacity) set forth in the Restructuring Support Agreement or any Definitive Document with respect to the form and substance of any Definitive Document, and any consents, waivers or other deviations under or from any such documents pursuant to such rights, shall be incorporated herein by this reference and shall be fully enforceable as if stated in full herein.

ARTICLE II.

ADMINISTRATIVE CLAIMS AND OTHER UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III.

A. Administrative Claims

Except with respect to Administrative Claims that are Professional Compensation Claims, and except to the extent that a Holder of an Allowed Administrative Claim and the Debtor against which such Allowed Administrative Claim is asserted (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) agree to less favorable treatment for such Holder, each Holder of an Allowed Administrative Claim, other than an Allowed Professional Compensation Claim, shall be paid in full in Cash in full and final satisfaction, compromise, settlement, release, and discharge of such Administrative Claim on (a) the later of: (i) on or as soon as reasonably practicable after the Effective Date if such Administrative Claim is Allowed as of the Effective Date; (ii) on or as soon as reasonably practicable after the date such Administrative Claim is Allowed; (iii) the date such Allowed Administrative Claim becomes due and payable, or as soon thereafter as is practicable or (b) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court, as applicable; *provided*, *however*, that Allowed Administrative Claims that arise in the ordinary course of the Debtors' business shall be paid in the ordinary course of business (or as otherwise approved by the Bankruptcy Court) in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions.

A notice setting forth the Administrative Claims Bar Date will be Filed on the Bankruptcy Court's docket and served with the notice of entry of the Confirmation Order and shall be available by downloading such notice from the website of the Debtors' claims and noticing agent at https://cases.ra.kroll.com/Revlon or the Bankruptcy Court's website at http://www.nysb.uscourts.gov. No other notice of the Administrative Claims Bar Date will be provided. Except as otherwise provided in this Article II.A and Article II.B of the Plan, requests for payment of Administrative Claims that accrued on or before the Effective Date (other than Professional Compensation Claims) must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Claims Bar Date. **Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or the Reorganized Debtors or their respective property or Estates and such Administrative Claims shall be deemed discharged as of the Effective Date. If for any reason any such Administrative Claim is incapable of being forever barred and discharged, then the Holder of such Claim shall not have recourse to any property of the Reorganized Debtors to be distributed pursuant to the Plan.** Objections to such requests for payment of an Administrative Claim, if any, must be Filed and served on the Reorganized Debtors and the requesting party no later than the Claims Objection Deadline.

B. Professional Compensation Claims

1. Professional Fee Escrow Account

As soon as reasonably practicable after the Confirmation Date, and no later than one (1) Business Day prior to the Effective Date, the Debtors shall establish the Professional Fee Escrow. On the Effective Date, the Debtors shall fund the Professional Fee Escrow with Cash in

the amount of the aggregate Professional Fee Escrow Amount for all Professionals. The Professional Fee Escrow shall be maintained in trust for the Professionals and for no other Entities until all Allowed Professional Compensation Claims have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, Claims, or interests shall encumber the Professional Fee Escrow or Cash held on account of the Professional Fee Escrow in any way. Such funds shall not be considered property of the Estates, the Debtors, or the Reorganized Debtors, subject to the release of Cash to the Reorganized Debtors from the Professional Fee Escrow in accordance with Article II.B.2 herein; *provided*, *however*, that the Reorganized Debtors shall have a reversionary interest in the excess, if any, of the amount of the Professional Fee Escrow over the aggregate amount of Allowed Professional Compensation Claims of the Professionals to be paid from the Professional Fee Escrow. When such Allowed Professional Compensation Claims have been paid in full, any remaining amount in the Professional Fee Escrow shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court.

2. Final Fee Applications and Payment of Professional Compensation Claims

All final requests for payment of Professional Compensation Claims shall be Filed no later than the first Business Day that is forty-five (45) calendar days after the Effective Date. Such requests shall be Filed with the Bankruptcy Court and served as required by the Interim Compensation Order and the Case Management Procedures, as applicable. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any applicable Bankruptcy Court orders, the Allowed amounts of such Professional Compensation Claims shall be determined by the Bankruptcy Court. The Allowed amount of Professional Compensation Claims owing to the Professionals, after taking into account any prior payments to and retainers held by such Professionals, shall be paid in full in Cash to such Professionals from funds held in the Professional Fee Escrow as soon as reasonably practicable following the date when such Claims are Allowed by a Final Order. To the extent that funds held in the Professional Fee Escrow are unable to satisfy the Allowed amount of Professional Compensation Claims owing to the Professionals, each Professional shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied by the Reorganized Debtors in the ordinary course of business in accordance with Article II.B.2 of the Plan and notwithstanding any obligation to File Proofs of Claim or requests for payment on or before the Administrative Claims Bar Date. After all Professional Compensation Claims have been paid in full, the escrow agent shall promptly return any excess amounts held in the Professional Fee Escrow, if any, to the Reorganized Debtors, without any further action or Order of the Bankruptcy Court.

3. Professional Fee Escrow Amount

The Professionals shall estimate their Professional Compensation Claims before and as of the Effective Date, taking into account any prior payments, and shall deliver such estimate to the Debtors no later than five (5) Business Days prior to the anticipated Effective Date; *provided*, *however*, that such estimate shall not be considered an admission or representation with respect to the fees and expenses of such Professional that are the subject of a Professional's final request for payment of Professional Compensation Claims Filed with the Bankruptcy Court and such Professionals are not bound to any extent by such estimates. If a Professional does not provide an estimate, the Debtors may estimate a reasonable amount of unbilled fees and expenses

of such Professional, taking into account any prior payments; *provided*, *however*, that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional that are the subject of a Professional's final request for payment of Professional Compensation Claims Filed with the Bankruptcy Court and such Professionals are not bound to any extent by such estimates. The total amount so estimated shall be utilized by the Debtors to determine the Professional Fee Escrow Amount.

4. Post-Confirmation Date Fees and Expenses

From and after the Confirmation Date, the Debtors or Reorganized Debtors, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the legal, professional, or other fees and expenses of Professionals that have been formally retained in accordance with sections 327, 363, or 1103 of the Bankruptcy Code before the Confirmation Date. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, nothing in the foregoing or otherwise in the Plan shall modify or affect the Debtors' obligations under the Final DIP Order, including in respect of the Approved Budget (as defined in the Final DIP Order), prior to the Effective Date.

C. Priority Tax Claims

On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtor against which such Allowed Priority Tax Claim is asserted (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) agree to less favorable treatment for such Holder, in exchange for and in full and final satisfaction, compromise, settlement, release, and discharge of each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim due and payable on or before the Effective Date shall receive, in the discretion of the applicable Debtor (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting BrandCo Lenders) or Reorganized Debtor, one of the following treatments: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim, *plus* interest at the rate determined under applicable nonbankruptcy law and to the extent provided for by section 511 of the Bankruptcy Code, payable on or as soon as practicable following the Effective Date; (2) Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period of time not to exceed five (5) years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, plus interest at the rate determined under applicable nonbankruptcy law and to the extent provided for by section 511 of the Bankruptcy Code; or (3) such other treatment as may be agreed upon by such Holder and the Debtors, or otherwise determined by an order of the Bankruptcy Court.

D. ABL DIP Facility Claims

Except to the extent that the Debtors (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) and a Holder of

an Allowed ABL DIP Facility Claim agree to a less favorable treatment, each Allowed ABL DIP Facility Claim, as well as any other fees, interest, or other obligations owing to third parties under the ABL DIP Facility Credit Agreement and/or the DIP Orders, shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, payment in full in Cash by the Debtors on the Effective Date, or as reasonably practicable thereafter, in accordance with the terms of the ABL DIP Facility Credit Agreement and the DIP Orders, and contemporaneously with the foregoing payment, the ABL DIP Facility shall be deemed canceled (other than with respect to ABL DIP Facility Claims constituting contingent obligations of the Debtors that are not yet due and payable), all Liens on property of the Debtors and the Reorganized Debtors arising out of or related to the ABL DIP Facility shall automatically terminate, and all collateral subject to such Liens shall be automatically released, in each case without further action by the ABL DIP Facility Agent or the ABL DIP Facility Lenders and all guarantees of the Debtors and Reorganized Debtors arising out of or related to the ABL DIP Facility Claims (other than any ABL DIP Facility Claims constituting contingent obligations of the Debtors that are not yet due and payable) shall be automatically discharged and released, in each case without further action by the ABL DIP Facility Agent or the ABL DIP Facility Lenders pursuant to the terms of the ABL DIP Facility. The ABL DIP Facility Agent and the ABL DIP Facility Lenders shall take all actions to effectuate and confirm such termination, release, and discharge as reasonably requested by the Debtors or the Reorganized Debtors. From and after entry of the Confirmation Order, the Debtors or Reorganized Debtors, as applicable, shall, without any further notice to or action, order or approval of the Bankruptcy Court or any other party, pay in Cash the legal, professional and other fees and expenses of the ABL DIP Facility Agent and the SISO ABL DIP Facility Agent in accordance with the Final DIP Order, but without any requirement that the professionals of the ABL DIP Facility Agent or SISO Term Loan Agent comply with the review procedures set forth therein.

E. Term DIP Facility Claims

Except to the extent that the Debtors (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) and a Holder of an Allowed Term DIP Facility Claim agree to a less favorable treatment, each Allowed Term DIP Facility Claim, as well as any other fees, interest, or other obligations owing to third parties under the Term DIP Facility Credit Agreement and/or the DIP Orders, shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, payment in full in Cash by the Debtors on the Effective Date, in accordance with the terms of the Term DIP Facility Credit Agreement and the DIP Orders, and contemporaneously with the foregoing payment, the Term DIP Facility shall be deemed canceled (other than with respect to Term DIP Facility Claims constituting contingent obligations of the Debtors that are not yet due and payable), all Liens on property of the Loan Parties (as defined in the Term DIP Facility Credit Agreement) arising out of or related to the Term DIP Facility shall automatically terminate, and all collateral subject to such Liens shall be automatically released, in each case without further action by the Term DIP Facility Agent or the Term DIP Facility Lenders and all guarantees of the Guarantors (as defined in the Term DIP Facility Credit Agreement) arising out of or related to the Term DIP Facility Claims (other than any Term DIP Facility Claims constituting contingent obligations of the Debtors that are not yet due and payable) shall be automatically discharged and released, in each case without further action by the Term DIP Facility Agent or the Term DIP Facility Lenders pursuant to the terms of the Term DIP Facility. The Term DIP Facility Agent and the Term DIP Facility Lenders shall take all actions to effectuate and confirm such termination, release, and discharge as

reasonably requested by the Loan Parties (as defined in the Term Dip Facility Credit Agreement). From and after entry of the Confirmation Order, the Debtors or Reorganized Debtors, as applicable, shall, without any further notice to or action, order, or approval of the Bankruptcy Court or any other party, pay in Cash the legal, professional, and other fees and expenses of the Term DIP Facility Agent and the Ad Hoc Group of BrandCo Lenders in accordance with the Final DIP Order, but without any requirement that the professionals of the Term DIP Facility Agent or Ad Hoc Group of BrandCo Lenders comply with the review procedures set forth therein.

F. Intercompany DIP Facility Claims

On the Effective Date, the Intercompany DIP Facility Claims shall be satisfied pursuant to the distributions provided under the Plan on account of Claims against the BrandCo Entities.

On the Effective Date, the Intercompany DIP Facility shall be deemed canceled, all Liens on property of the Debtors and the Reorganized Debtors arising out of or related to the Intercompany DIP Facility shall automatically terminate, and all collateral subject to such Liens shall be automatically released, in each case without further action by the Intercompany DIP Facility Lenders, and all guarantees of the Debtors and Reorganized Debtors arising out of or related to the Intercompany DIP Facility shall be automatically discharged and released, in each case without further action by the Intercompany DIP Facility Lenders pursuant to the terms of the Intercompany DIP Facility.

G. Statutory Fees

Notwithstanding anything to the contrary contained herein, subject to Article XIV.M, on the Effective Date, the Debtors shall pay, in full in Cash, any fees due and owing to the U.S. Trustee at the time of Confirmation. Thereafter, subject to Article XIV.M, each applicable Reorganized Debtor shall pay all U.S. Trustee fees due and owing under section 1930 of the Judicial Code in the ordinary course until the earlier of (1) the entry of a final decree closing the applicable Reorganized Debtor's Chapter 11 Case, or (2) the Bankruptcy Court enters an order converting or dismissing the applicable Reorganized Debtor's Chapter 11 Case. Any deadline for filing Administrative Claims or Professional Compensation Claims shall not apply to U.S. Trustee fees.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

Pursuant to sections 1122 and 1123 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Interests. All Claims and Interests, except for Claims addressed in Article II of the Plan, are classified in the Classes set forth in this Article III. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim against a Debtor also is classified in a particular Class for the purpose of receiving distributions pursuant to

the Plan only to the extent that such Claim is an Allowed Claim in that Class and has not been paid, released, or otherwise satisfied before the Effective Date. With respect to the treatment of all Claims and Interests as forth in Article III.C hereof, the consent rights of the Required Consenting BrandCo Lenders to settle or otherwise compromise Claims are as set forth in the Restructuring Support Agreement.

B. Summary of Classification

The classification of Claims and Interests against each Debtor (as applicable) pursuant to the Plan is as set forth below. The Plan shall apply as a separate Plan for each of the Debtors, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes, and such Classes shall be treated as set forth in Article III.H hereof.

The following chart summarizes the classification of Claims and Interests pursuant to the Plan:[2]

Class	Claim/Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
3	FILO ABL Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
4	OpCo Term Loan Claims	Impaired	Entitled to Vote
5	2020 Term B-1 Loan Claims	Impaired	Entitled to Vote
6	2020 Term B-2 Loan Claims	Impaired	Entitled to Vote
7	BrandCo Third Lien Guaranty Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
8	Unsecured Notes Claims	Impaired	Entitled to Vote
9(a)	Talc Personal Injury Claims	Impaired	Entitled to Vote

[2] The information in the table is provided in summary form and is qualified in its entirety by Article III.C hereof.

9(b)	Non-Qualified Pension Claims	Impaired	Entitled to Vote
9(c)	Trade Claims	Impaired	Entitled to Vote
9(d)	Other General Unsecured Claims	Impaired	Entitled to Vote
10	Subordinated Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
11	Intercompany Claims and Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
12	Interests in Holdings	Impaired	Not Entitled to Vote (Deemed to Reject)

C. Treatment of Claims and Interests

Subject to Article VIII of the Plan, to the extent a Class contains Allowed Claims or Interests with respect to a particular Debtor, each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Debtors or the Reorganized Debtors and the Holder of such Allowed Claim or Allowed Interest, as applicable.

1. Class 1 – Other Secured Claims

(a) *Classification*: Class 1 consists of all Other Secured Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Secured Claim and the Debtor against which such Allowed Other Secured Claim is asserted agree to less favorable treatment for such Holder, each Holder of an Allowed Other Secured Claim shall receive, at the option of the Debtor against which such Allowed Other Secured Claim is asserted (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders), in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, either:

(i) payment in full in Cash;

(ii) delivery of the collateral securing such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code;

(iii) Reinstatement of such Claim; or

(iv) such other treatment rendering such Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

(c) *Voting*: Class 1 is Unimpaired under the Plan. Each Holder of a Class 1 Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of a Class 1 Other Secured Claim is not entitled to vote to accept or reject the Plan.

2. Class 2 – Other Priority Claims

(a) *Classification*: Class 2 consists of all Other Priority Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Priority Claim and the Debtor against which such Allowed Other Priority Claim is asserted (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) agree to less favorable treatment for such Holder, each Holder of an Allowed Other Priority Claim shall receive, at the option of the Debtor against which such Allowed Other Priority Claim is asserted (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders), in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, either:

(i) payment in full in Cash; or

(ii) such other treatment rendering such Allowed Other Priority Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

(c) *Voting*: Class 2 is Unimpaired under the Plan. Each Holder of a Class 2 Other Priority Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of a Class 2 Other Priority Claim is not entitled to vote to accept or reject the Plan.

3. Class 3 – FILO ABL Claims

(a) *Classification*: Class 3 consists of all FILO ABL Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed FILO ABL Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, payment in full in Cash.

(c) *Voting*: Class 3 is Unimpaired under the Plan. Each Holder of a Class 3 FILO ABL Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of a Class 3 FILO ABL Claim is not entitled to vote to accept or reject the Plan.

4. Class 4 – OpCo Term Loan Claims

(a) *Classification*: Class 4 consists of all OpCo Term Loan Claims.

(b) *Allowance*: On the Effective Date, the OpCo Term Loan Claims shall be Allowed as follows:

(i) the 2016 Term Loan Claims against the OpCo Debtors shall be Allowed in the aggregate amount of the 2016 Term Loan Claims Allowed Amount; and

(ii) the 2020 Term B-3 Loan Claims against the OpCo Debtors shall be Allowed in the aggregate amount of the 2020 Term B-3 Loan Claims Allowed Amount.

(c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed OpCo Term Loan Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, (i) such Holder's Pro Rata share (determined based on such Holder's Non-Class 4 Equity Electing Claims as a percentage of all Non-Class 4 Equity Electing Claims) of Cash in the amount of $56 million or (ii) if such Holder makes or is deemed to make the Class 4 Equity Election, such Holder's Pro Rata share (determined based on such Holder's Class 4 Equity Electing Claims as a percentage of all Class 4 Equity Electing Claims) of the Class 4 Equity Distribution.

(d) *Voting*: Class 4 is Impaired under the Plan. Therefore, each Holder of a Class 4 OpCo Term Loan Claim is entitled to vote to accept or reject the Plan.

5. Class 5 – 2020 Term B-1 Loan Claims

(a) *Classification*: Class 5 consists of all 2020 Term B-1 Loan Claims.

(b) *Allowance*: The 2020 Term B-1 Loan Claims shall be Allowed in the aggregate amount of the 2020 Term B-1 Loan Claims Allowed Amount.

(c) *Treatment*: On the Effective Date, each Holder of an Allowed 2020 Term B-1 Loan Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, either (i) a principal amount of Take-Back Term Loans equal to such Holder's Allowed 2020 Term B-1 Loan Claim or (ii) an amount of Cash equal to the principal amount of Take-Back Term Loans that otherwise would have been distributable to such Holder under clause (i).

(d) *Voting*: Class 5 is Impaired under the Plan. Therefore, each Holder of a Class 5 2020 Term B-1 Loan Claim is entitled to vote to accept or reject the Plan.

6. Class 6 – 2020 Term B-2 Loan Claims

(a) *Classification*: Class 6 consists of all 2020 Term B-2 Loan Claims.

(b) *Allowance*: The 2020 Term B-2 Loan Claims shall be Allowed in the aggregate amount of the 2020 Term B-2 Loan Claims Allowed Amount.

(c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed 2020 Term B-2 Loan Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share of the Class 6 Equity Distribution.

(d) *Voting*: Class 6 is Impaired under the Plan. Therefore, each Holder of a Class 6 2020 Term B-2 Loan Claim is entitled to vote to accept or reject the Plan.

7. Class 7 – BrandCo Third Lien Guaranty Claims

(a) *Classification*: Class 7 consists of all BrandCo Third Lien Guaranty Claims.

(b) *Allowance*: The BrandCo Third Lien Guaranty Claims shall be Allowed in the aggregate amount of the 2020 Term B-3 Loan Claims Allowed Amount.

(c) *Treatment*: Holders of BrandCo Third Lien Guaranty Claims shall receive no recovery or distribution on account of such Claims. On the Effective Date all BrandCo Third Lien Guaranty Claims will be

canceled, released, extinguished, and discharged, and will be of no further force or effect.

(d) *Voting*: Class 7 is Impaired under the Plan. Each Holder of a Class 7 BrandCo Third Lien Guaranty Claim is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of a Class 7 BrandCo Third Lien Guaranty Claim is not entitled to vote to accept or reject the Plan.

8. Class 8 – Unsecured Notes Claims

(a) *Classification*: Class 8 consists of all Unsecured Notes Claims.

(b) *Allowance*: The Unsecured Notes Claims shall be Allowed in the aggregate amount of the Unsecured Notes Claims Allowed Amount.

(c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Unsecured Notes Claim shall receive:

(i) if Class 8 votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share of the Unsecured Notes Settlement Distribution plus payment in Cash of $900,000; or

(ii) if Class 8 votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Unsecured Notes Claims shall be canceled, released, extinguished, and discharged, and of no further force or effect; *provided* that each Consenting Unsecured Noteholder shall receive such Holder's Consenting Unsecured Noteholder Recovery; *provided, further* that if the Bankruptcy Court finds that such Consenting Unsecured Noteholder Recovery is improper, there shall be no such distribution to Consenting Unsecured Noteholders under the Plan.

(d) *Voting*: Class 8 is Impaired under the Plan. Therefore, each Holder of a Class 8 Unsecured Notes Claim is entitled to vote to accept or reject the Plan.

9. Class 9(a) – Talc Personal Injury Claims

(a) *Classification*: Class 9(a) consists of all Talc Personal Injury Claims.

(b) *Treatment*: As soon as reasonably practicable after the Effective Date in accordance with the PI Claims Distribution Procedures, each Holder of an Allowed Talc Personal Injury Claim shall receive:

(i) if Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share (as determined in accordance with the PI Claims Distribution Procedures) of the Talc Personal Injury Settlement Distribution distributable from the PI Settlement Fund; or

(ii) if Class 9(a) votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Talc Personal Injury Claims shall be canceled, released, extinguished, and discharged, and of no further force or effect.

(c) *Voting*: Class 9(a) is Impaired under the Plan. Therefore, each Holder of a Class 9(a) Talc Personal Injury Claim is entitled to vote to accept or reject the Plan.

10. Class 9(b) – Non-Qualified Pension Claims

(a) *Classification*: Class 9(b) consists of all Non-Qualified Pension Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Non-Qualified Pension Claim shall receive:

(i) if Class 9(b) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share of the Pension Settlement Distribution; or

(ii) if Class 9(b) votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Non-Qualified Pension Claims shall be canceled, released, extinguished, and discharged and of no further force or effect.

(c) *Voting*: Class 9(b) is Impaired under the Plan. Therefore, each Holder of a Class 9(b) Non-Qualified Pension Claim is entitled to vote to accept or reject the Plan.

11. Class 9(c) – Trade Claims

(a) *Classification*: Class 9(c) consists of all Trade Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Trade Claim shall receive:

(i) if Class 9(c) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share of the Trade Settlement Distribution; or

(ii) if Class 9(c) votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Trade Claims shall be canceled, released, extinguished, and discharged, and of no further force or effect.

(c) *Voting*: Class 9(c) is Impaired under the Plan. Therefore, each Holder of a Class 9(c) Trade Claim is entitled to vote to accept or reject the Plan.

12. Class 9(d) – Other General Unsecured Claims

(a) *Classification*: Class 9(d) consists of all Other General Unsecured Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Other General Unsecured Claim shall receive:

(i) if Class 9(d) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share of the Other GUC Settlement Distribution; or

(ii) if Class 9(d) votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Other General Unsecured Claims shall be canceled, released, extinguished, and discharged, and of no further force or effect.

(c) *Voting*: Class 9(d) is Impaired under the Plan. Therefore, each Holder of a Class 9(d) Other General Unsecured Claim is entitled to vote to accept or reject the Plan.

13. Class 10 – Subordinated Claims

(a) *Classification*: Class 10 consists of all Subordinated Claims.

(b) *Treatment*: Holders of Subordinated Claims shall receive no recovery or distribution on account of such Claims. On the Effective Date, all Subordinated Claims will be canceled, released, extinguished, and discharged, and will be of no further force or effect.

(c) *Voting*: Class 10 is Impaired under the Plan. Each Holder of a Class 10 Subordinated Claim is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of a Class 10 Subordinated Claim is not entitled to vote to accept or reject the Plan.

14. Class 11 – Intercompany Claims and Interests

(a) *Classification*: Class 11 consists of all Intercompany Claims and Interests.

(b) *Treatment*: On the Effective Date, unless otherwise provided for under the Plan, each Intercompany Claim and/or Intercompany Interest shall be, at the option of the Debtors (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) either (i) Reinstated or (ii) canceled and released. All Intercompany Claims held by any BrandCo Entity against any OpCo Debtor or by any OpCo Debtor against any BrandCo Entity shall be deemed settled pursuant to the Plan Settlement, and shall be canceled and released on the Effective Date.

(c) *Voting*: Holders of Intercompany Claims and Interests are either Unimpaired under the Plan, and such Holders of Intercompany Claims and Interests are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired under the Plan, and such Holders of Intercompany Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 11 Intercompany Claims and Interests are not entitled to vote to accept or reject the Plan.

15. Class 12 – Interests in Holdings

(a) *Classification*: Class 12 consists of all Interests other than Intercompany Interests.

(b) *Treatment*: Holders of Interests (other than Intercompany Interests) shall receive no recovery or distribution on account of such Interests. On the Effective Date, all Interests (other than Intercompany Interests) will be canceled, released, extinguished, and discharged, and will be of no further force or effect.

(c) *Voting*: Class 12 is Impaired under the Plan. Each Holder of a Class 12 Interest is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of a Class 12 Interest in Holdings is not entitled to vote to accept or reject the Plan.

D. Voting of Claims

Each Holder of a Claim in an Impaired Class that is entitled to vote on the Plan as of the record date for voting on the Plan pursuant to Article III hereof shall be entitled to vote to accept or reject the Plan as provided in the Disclosure Statement Order or any other order of the Bankruptcy Court.

E. No Substantive Consolidation

Although the Plan is presented as a joint plan of reorganization, the Plan does not provide for the substantive consolidation of the Debtors' Estates, and on the Effective Date, the Debtors' Estates shall not be deemed to be substantively consolidated for any reason. Except as expressly provided herein, nothing in the Plan or the Disclosure Statement shall constitute or be deemed to constitute an admission that any one or all of the Debtors is subject to or liable for any Claims against any other Debtor. A Claim against multiple Debtors will be treated as a separate Claim against each applicable Debtor's Estate for all purposes, including voting and distribution; *provided*, *however*, that no Claim will receive value in excess of one hundred percent (100.0%) of the Allowed amount of such Claim or Interest under the Plans for all such Debtors.

F. Acceptance by Impaired Classes

Pursuant to section 1126(c) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the Plan if Holders of at least two-thirds in dollar amount and more than one-half in number of the Claims of such Class entitled to vote that actually vote on the Plan have voted to accept the Plan. OpCo Term Loan Claims (Class 4), 2020 Term B-1 Loan Claims (Class 5), 2020 Term B-2 Loan Claims (Class 6), Unsecured Notes Claims (Class 8), Talc Personal Injury Claims (Class 9(a)), Non-Qualified Pension Claims (Class 9(b)), Trade Claims (Class 9(c)), and Other General Unsecured Claims (Class 9(d)) are Impaired, and the votes of Holders of Claims in such Classes will be solicited. If a Class contains Holders of Claims eligible to vote and no Holders of Claims eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims in such Class.

G. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claims, including, all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

H. Elimination of Vacant Classes

Any Class of Claims or Interests that, with respect to any Debtor, does not have a Holder of an Allowed Claim or Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court solely for voting purposes as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan with respect to such Debtor for purposes of (1) voting to accept or reject the Plan and (2) determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

I. Consensual Confirmation

The Plan shall be deemed a separate chapter 11 plan for each Debtor. To the extent that there is no rejecting Class of Claims in the chapter 11 plan of any Debtor, such Debtor shall seek Confirmation of its plan pursuant to section 1129(a) of the Bankruptcy Code.

J. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by at least one Impaired Class of Claims. The Debtors shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims.

K. Controversy Concerning Impairment or Classification

If a controversy arises as to whether any Claims or Interests or any Class of Claims or Interests is Impaired or is properly classified under the Plan, the Bankruptcy Court shall, after notice and a hearing, resolve such controversy at the Confirmation Hearing.

L. Subordinated Claims

Except as expressly provided herein, the allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise, and any other rights impacting relative lien priority and/or priority in right of payment, and any such rights shall be released pursuant to the Plan, including, as applicable, pursuant to the Plan Settlement. Pursuant to section 510 of the Bankruptcy Code, the Reorganized Debtors, subject to the reasonable consent of the Required Consenting BrandCo Lenders, reserve

the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

M. 2016 Term Loan Claims

Any 2016 Term Loan Claim asserted against any BrandCo Entity shall be Disallowed.

N. Intercompany Interests

Intercompany Interests, to the extent Reinstated, are being Reinstated to maintain the existing corporate structure of the Debtors. For the avoidance of doubt, any Interest in non-Debtor Affiliates owned by a Debtor shall continue to be owned by the applicable Reorganized Debtor.

ARTICLE IV.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Sources of Consideration for Plan Distributions

The Reorganized Debtors shall fund distributions under the Plan, as applicable with: (1) the Exit Facilities; (2) the issuance and distribution of New Common Stock; (3) the Equity Rights Offering; (4) the issuance and distribution of New Warrants; and (5) Cash on hand.

Each distribution and issuance referred to in Article III of the Plan shall be governed by the terms and conditions set forth herein applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance; *provided* that, to the extent that a term of the Plan conflicts with the term of any such instruments or other documents, the terms of the Plan shall govern.

1. The Exit Facilities

On the Effective Date, the Reorganized Debtors or their non-Debtor Affiliates, as applicable, shall enter into the applicable Exit Facilities Documents for (a) either (i) the First Lien Exit Facilities, consisting of the Take-Back Facility and the Incremental New Money Facility, or (ii) the Third-Party New Money Exit Facility, (b) the Exit ABL Facility, (c) the Exit FILO Facility, and (d) unless otherwise agreed to by the Debtors and the Required Consenting BrandCo Lenders, the New Foreign Facility. All Holders of Class 5 2020 Term B-1 Loan Claims shall be deemed to be a party to, and bound by, the First Lien Exit Facilities Documents, regardless of whether such Holder has executed a signature page thereto. Confirmation of the Plan shall be deemed approval of the Exit Facilities and the Exit Facilities Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and authorization of the Reorganized Debtors to enter into, execute, and deliver the Exit Facilities Documents and such other documents as may be required to effectuate the treatment afforded by the Exit Facilities. On the Effective Date, all of the Liens and security interests to be granted by the Reorganized Debtors in accordance with the Exit

Facilities Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facilities Documents, (c) shall be deemed perfected on the Effective Date without the need for the taking of any further filing, recordation, approval, consent, or other action, and (d) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents, and to take any other actions necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and the Reorganized Debtors shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

2. Issuance and Distribution of New Common Stock

On the Effective Date, the shares of New Common Stock shall be issued by Reorganized Holdings as provided for in the Description of Transaction Steps pursuant to, and in accordance with, the Plan and the Equity Rights Offering Documents. All Holders of New Common Stock (whether issued and distributed hereunder, pursuant to the Equity Rights Offering Documents, or otherwise, and in each case, whether such New Common Stock is held directly or indirectly through the facilities of DTC) shall be deemed to be a party to, and bound by, the LLC Agreement and the other applicable New Organizational Documents, in accordance with their terms, without the requirement to execute a signature page thereto.

All of the New Common Stock (including the New Common Stock issued in connection with the Equity Rights Offering (including, for the avoidance of doubt, any New Common Stock issued pursuant to the Backstop Commitment Agreement) and/or upon the exercise of the New Warrants) issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of New Common Stock under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the New Organizational Documents and other instruments evidencing or relating to such distribution or issuance, including the Equity Rights Offering Documents, as applicable, which terms and conditions shall bind each Entity receiving such distribution or issuance. For the avoidance of doubt, the acceptance of New Common Stock by any Holder of any Claim or Interest or any other Entity shall be deemed as such Holder's or Entity's agreement to the applicable New Organizational Documents, as may be amended or modified from time to time following the Effective Date in accordance with their terms.

To the extent practicable, as determined in good faith by the Debtors and the Required Consenting BrandCo Lenders, the Reorganized Debtors shall: (a) emerge from these Chapter 11 Cases as non-publicly reporting companies on the Effective Date and not be subject to

SEC reporting requirements under Sections 12 or 15 of the Exchange Act, or otherwise; (b) not be voluntarily subjected to any reporting requirements promulgated by the SEC; except, in each case, as otherwise may be required pursuant to the New Organizational Documents, the Exit Facilities Documents or applicable law; (c) not be required to list the New Common Stock on a U.S. stock exchange; (d) timely file or otherwise provide all required filings and documentation to allow for the termination and/or suspension of registration with respect to SEC reporting requirements under the Exchange Act prior to the Effective Date; and (e) make good faith efforts to ensure DTC eligibility of securities issued in connection with the Plan (other than any securities required by the terms of any agreement to be held on the books of an agent and not in DTC), including but not limited to the New Warrants.

3. Equity Rights Offering

The Debtors shall distribute the Equity Subscription Rights to the Equity Rights Offering Participants as set forth in the Plan, the Backstop Commitment Agreement, and the Equity Rights Offering Procedures. Pursuant to the Backstop Commitment Agreement and the Equity Rights Offering Procedures, the Equity Rights Offering shall be open to all Equity Rights Offering Participants. Equity Rights Offering Participants shall be entitled to participate in the Equity Rights Offering up to a maximum amount of each Eligible Holder's Pro Rata share of the Aggregate Rights Offering Amount (or, if applicable, the Adjusted Aggregate Rights Offering Amount). Equity Rights Offering Participants shall have the right to purchase their allocated shares of New Common Stock at the ERO Price Per Share.

The Equity Rights Offering will be backstopped, severally and not jointly, by the Equity Commitment Parties pursuant to the Backstop Commitment Agreement. 30% of the New Common Stock to be sold and issued pursuant to the Equity Rights Offering shall be reserved for the Equity Commitment Parties (the "Reserved Shares") pursuant to the Backstop Commitment Agreement, at the ERO Price Per Share.

Equity Subscription Rights that an Equity Rights Offering Participant has validly elected to exercise shall be deemed issued and exercised on or about (but in no event after) the Effective Date. Upon exercise of the Equity Subscription Rights pursuant to the terms of the Backstop Commitment Agreement and the Equity Rights Offering Procedures, Reorganized Holdings shall be authorized to issue the New Common Stock issuable pursuant to such exercise.

Pursuant to the Backstop Commitment Agreement, if after following the procedures set forth in the Equity Rights Offering Procedures, there remain any unexercised Equity Subscription Rights, the Equity Commitment Parties shall purchase, severally and not jointly, their applicable portion of the New Common Stock associated with such unexercised Equity Subscription Rights in accordance with the terms and conditions set forth in the Backstop Commitment Agreement, at the ERO Price Per Share. As consideration for the undertakings of the Equity Commitment Parties in the Backstop Commitment Agreement, the Reorganized Debtors will pay the Backstop Commitment Premium to the Equity Commitment Parties on the Effective Date in accordance with the terms and conditions set forth in the Backstop Commitment Agreement.

All shares of New Common Stock issued upon exercise of the Equity Commitment Parties' own Equity Subscription Rights and in connection with the Backstop Commitment Premium will be issued in reliance upon Section 1145 of the Bankruptcy Code to the extent permitted under applicable law. The Reserved Shares and the shares of New Common Stock that are not subscribed for by holders of Equity Subscription Rights in the Equity Rights Offering and that are purchased by the Equity Commitment Parties in accordance with their backstop obligations under the Backstop Commitment Agreement (the "Unsubscribed Shares") will be issued in a private placement exempt from registration under Section 5 of the Securities Act pursuant to Section 4(a)(2) and/or Regulation D thereunder and will constitute "restricted securities" for purposes of the Securities Act. In the Backstop Commitment Agreement, the Equity Commitment Parties will be required to make representations and warranties as to their sophistication and suitability to participate in the private placement.

Entry of the Confirmation Order shall constitute Bankruptcy Court approval of the Equity Rights Offering (including the transactions contemplated thereby, and all actions to be undertaken, undertakings to be made, and obligations to be incurred by Reorganized Holdings in connection therewith). On the Effective Date, as provided in the Description of Transaction Steps, the rights and obligations of the Debtors under the Backstop Commitment Agreement shall vest in the Reorganized Debtors, as applicable.

At the Aggregate Rights Offering Amount, the shares of New Common Stock offered pursuant to the Equity Rights Offering (for the avoidance of doubt, not including any shares of New Common Stock issued in connection with the Backstop Commitment Premium) will represent approximately 60.6% of the New Common Stock outstanding on the Effective Date (subject to a downward ratable adjustment to account for the difference (if any) between the Aggregate Rights Offering Amount and the Adjusted Aggregate Right Offerings Amount), subject to dilution by the issuance of shares of New Common Stock (a) reserved for the MIP Awards and (b) on account of the exercise of the New Warrants.

On the Effective Date (or earlier in the case of termination of the Backstop Commitment Agreement), the Backstop Commitment Premium (which shall be an administrative expense) shall be distributed or paid to the Equity Commitment Parties under and as set forth in the Backstop Commitment Agreement and the Backstop Order. The shares of New Common Stock issued in satisfaction of the Backstop Commitment Premium will represent approximately 7.6% of the New Common Stock outstanding on the Effective Date, subject to dilution by the issuance of shares of New Common Stock (a) reserved for the MIP Awards and (b) on account of the exercise of the New Warrants.

Each holder of Equity Subscription Rights that receives New Common Stock as a result of exercising the relevant Equity Subscription Rights shall be subject to the provisions applicable to such holders of New Common Stock as set forth in Article IV.A.2 of the Plan.

The Cash proceeds of the Equity Rights Offering shall be used by the Debtors or Reorganized Debtors, as applicable, to (a) make distributions pursuant to the Plan, (b) fund working capital, and (c) fund general corporate purposes.

4. Issuance and Distribution of New Warrants

To the extent all or any portion of the New Warrants are required to be issued pursuant to the Plan, Reorganized Holdings shall issue such New Warrants on the Effective Date in accordance with the New Warrant Agreement and distribute them in accordance with the Plan. The Debtors, the Required Consenting BrandCo Lenders, and the Creditors' Committee shall work in good faith to render such New Warrants DTC eligible. All of the New Common Stock issued upon exercise of the New Warrants issued pursuant to the Plan shall, when so issued and upon payment of the exercise price in accordance with the terms of the New Warrants, be duly authorized, validly issued, fully paid, and non-assessable.

5. General Unsecured Creditor Recovery

On the Effective Date, or with respect to the GUC Settlement Top Up Amount and any increase to the GUC Trust/PI Fund Operating Reserve, after the Effective Date, solely to the extent the applicable Classes of General Unsecured Claims are entitled to distributions in accordance with the Plan, the GUC Trust shall be vested with the GUC Trust Assets and the PI Settlement Fund shall be vested with the PI Settlement Fund Assets. Except as provided to the contrary in this Plan, (a) the GUC Trust shall make distributions to Classes 9(b), (c) and (d) to Holders of Allowed Claims in such Classes in accordance with the treatment set forth in the Plan for such Classes and (b) the PI Settlement Fund shall make distributions to Class 9(a) holders of Allowed Claims in such Class in accordance with the terms of this Plan. From time to time following the Effective Date, the GUC Administrator, shall (x) receive for the account of the GUC Trust the Retained Preference Action Net Proceeds allocable to Classes 9(b), (c) and (d), and shall make distributions to the GUC Trust Beneficiaries in accordance with the GUC Trust Agreement, and (y) shall receive for the account of the PI Settlement Fund and transfer or cause to be transferred to the PI Settlement Fund the Retained Preference Action Net Proceeds allocable to Class 9(a) for distribution by the PI Settlement Fund to Holders of Allowed Talc Personal Injury Claims in accordance with the PI Settlement Fund Agreement. For the avoidance of doubt, (a) if the GUC Trust is established in accordance with the Plan, the GUC Administrator shall have the sole power and authority to pursue the Retained Preference Actions in the capacity as trustee of the GUC Trust and as agent for and on behalf of the PI Settlement Fund and (b) in the event that any, but not all, of Classes 9(a), (b), (c), or (d) votes to reject the Plan, (i) the GUC Administrator shall receive the Retained Preference Action Net Proceeds for the account of each such Class that votes to accept the Plan in the amount allocable to each such Class, and shall make distributions therefrom (and/or, in the case of Class 9(a), shall transfer or cause to be transferred to the PI Settlement Fund for distribution) ratably to Holders of Claims in each such Class and (ii) the Reorganized Debtors shall receive the Retained Preference Action Net Proceeds in the amount allocable to each such Class that votes to reject the Plan. The GUC Administrator shall have responsibility for reconciling General Unsecured Claims (other than Talc Personal Injury Claims), including asserting any objections thereto and the PI Claims Administrator shall have responsibility for reconciling the Talc Personal Injury Claims, including asserting any objections thereto; *provided* that the Debtors, with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders and in consultation with the Creditors' Committee, or the Reorganized Debtors, in consultation with the GUC Administrator and/or the PI Claims Administrator, as applicable, may elect to administer, dispute, object to, compromise, or otherwise resolve any such Class 9 Claim.

6. Cash on Hand

The Debtors or Reorganized Debtors, as applicable, shall use Cash on hand, if any, to fund distributions to certain Holders of Claims. All Excess Liquidity will be applied in accordance with the First Lien Exit Facilities Term Sheet; provided that, in the event the Reorganized Debtors enter into the Third-Party New Money Exit Facility, (a) all Excess Liquidity will be applied to reduce the Aggregate Rights Offering Amount, and (b) for the avoidance of doubt, the Debt Commitment Premium shall be paid in Cash as an Administrative Claim and "Excess Liquidity" will be calculated after giving effect to the payment thereof.

B. Restructuring Transactions

On or, with the consent of the Required Consenting BrandCo Lenders, before the Effective Date, the applicable Debtors or the Reorganized Debtors shall enter into any transactions and shall take any actions as may be necessary or appropriate to effectuate the Restructuring Transactions, including to establish Reorganized Holdings and, if applicable, to transfer assets of the Debtors to Reorganized Holdings or a subsidiary thereof. The applicable Debtors or the Reorganized Debtors will take any actions as may be necessary or advisable to effect a corporate restructuring of the overall corporate structure of the Debtors, in the Description of Transaction Steps, or in the Definitive Documents, including the issuance of all securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Plan, one or more intercompany mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dissolutions, transfers, liquidations, or other corporate transactions, in each case, subject to the consent of the Required Consenting BrandCo Lenders and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders.

The actions to implement the Restructuring Transactions may include: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or reorganization containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable parties may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (3) the filing of the New Organizational Documents and any appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable law; (4) the execution and delivery of the Equity Rights Offering Documents and any documentation related to the Exit Facilities; (5) if applicable, all transactions necessary to provide for the purchase of substantially all of the assets or Interests of any of the Debtors by one or more Entities to be wholly owned by Reorganized Holdings, which purchase, if applicable, may be structured as a taxable transaction for United States federal income tax purposes; (6) the settlement, reconciliation, repayment, cancellation, discharge, and/or release, as applicable, of Intercompany Claims consistent with the Plan; and (7) all other actions that the Debtors or the Reorganized Debtors determine to be necessary, including making filings or recordings that may be required by applicable law in connection with the Plan.

For purposes of consummating the Plan and the Restructuring Transactions, neither the occurrence of the Effective Date, any of the transactions contemplated in this Article IV.B, nor any of the transactions contemplated by the Description of Transactions Steps shall constitute a change of control under any agreement, contract, or document of the Debtors.

C. Corporate Existence

Except as otherwise provided in the Plan, the Description of Transaction Steps, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, each Debtor shall continue to exist after the Effective Date as a Reorganized Debtor and as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other analogous formation or governing documents) in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws (or other analogous formation or governing documents) are amended by the Plan or otherwise amended in accordance with applicable law; *provided* that, prior to the Effective Date, the Debtors and the Consenting BrandCo Lenders shall engage in good faith to execute mutually acceptable amendments with respect to the licensing of all intellectual property owned by the Debtors and any additional transactions or considerations related thereto. To the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, federal, or foreign law).

D. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan (including the Plan Supplement) or the Confirmation Order, on the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property (including all interests, rights, and privileges related thereto) in each Debtor's Estate, all Retained Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan, including Interests held by the Debtors in any non-Debtor Affiliates, shall vest in the applicable Reorganized Debtor, free and clear of all Liens, Claims, charges, encumbrances, or other interests, unless expressly provided otherwise by the Plan or the Confirmation Order, subject to and in accordance with the Plan, including the Description of Transaction Steps. On and after the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Confirmation Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court, but subject in all respects to the Final DIP Order and the Plan.

E. Cancellation of Existing Indebtedness and Securities

Except as otherwise expressly provided in the Plan, the Confirmation Order, or any agreement, instrument, or other document entered into in connection with or pursuant to the Plan or the Restructuring Transactions, on the Effective Date, (1) all notes, bonds, indentures, certificates, securities, shares, equity securities, purchase rights, options, warrants, convertible securities or instruments, credit agreements, collateral agreements, subordination agreements, intercreditor agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any indebtedness or obligations of, or ownership interest in, the Debtors, or giving rise to any Claims against or Interests in the Debtors or to any rights or obligations relating to any Claims against or Interests in the Debtors (except with respect to such agreements, certificates, notes, or other instruments or documents evidencing indebtedness or obligation of, or ownership interest in, the Debtors that is specifically Reinstated, amended and Reinstated, or entered into pursuant to the Plan), including, without limitation, the 2016 Credit Agreement, the ABL Facility Credit Agreement, the BrandCo Credit Agreement, and the Unsecured Notes Indenture shall be canceled without any need for a Holder or Debtor to take any further action with respect thereto, and the duties and obligations of all parties thereto, including the Debtors or the Reorganized Debtors, as applicable, and any non-Debtor Affiliates, thereunder or in any way related thereto shall be deemed satisfied in full, canceled, released, discharged, and of no further force or effect and (2) the obligations of the Debtors or Reorganized Debtors, as applicable, pursuant, relating, or pertaining to any agreements, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the notes, bonds, indentures, certificates, securities, shares, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of or Interests in the Debtors (except with respect to such agreements, certificates, notes, or other instruments or documents evidencing indebtedness or obligation of or ownership interest in the Debtors that is specifically Reinstated, amended and Reinstated, or entered into pursuant to the Plan), including, without limitation, the 2016 Credit Agreement, the ABL Facility Credit Agreement, the BrandCo Credit Agreement, and the Unsecured Notes Indenture shall be released and discharged in exchange for the consideration provided under the Plan. Notwithstanding the foregoing, Confirmation, or the occurrence of the Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest shall continue in effect solely for purposes of (1) enabling Holders of Allowed Claims to receive distributions under the Plan as provided herein and subject to the terms and conditions of the applicable governing document or instrument as set forth therein, and (2) allowing and preserving the rights of each of the applicable agents and indenture trustees to (a) make or direct the distributions in accordance with the Plan as provided herein and (b) assert or maintain any rights for indemnification (including on account of the 2016 Agent Surviving Indemnity Obligations) the applicable agent or indenture trustee may have arising under, and due pursuant to the terms of, the applicable governing document or instrument; *provided that*, subject to the treatment provisions of Article III of the Plan, no such indemnification may be sought from the Debtors, the Reorganized Debtors, or any Released Party. For the avoidance of doubt, nothing in this Plan shall, or shall be deemed to, alter, amend, discharge, limit, or otherwise impair the 2016 Agent Surviving Indemnity Obligations on or after the Effective Date, and any such obligation (whenever arising) survives Confirmation, Consummation, and the occurrence of the Effective Date, in each case in accordance with and subject to the terms and conditions of the 2016 Credit Agreement and regardless of the discharge and release of all Claims of the 2016 Agent against the Debtors or the Reorganized Debtors.

On the Effective Date, each holder of a certificate or instrument evidencing a Claim that is discharged by the Plan shall be deemed to have surrendered such certificate or instrument in accordance with the applicable indenture or agreement that governs the rights of such holder of such Claim. Such surrendered certificate or instrument shall be deemed canceled as set forth in, and subject to the exceptions set forth in, this Article IV.E.

Notwithstanding anything in this Article IV.E, the Unsecured Notes Indenture shall remain in effect solely with respect to the right of the Unsecured Notes Indenture Trustee to make Plan distributions in accordance with the Plan and to preserve the rights and protections of the Unsecured Notes Indenture Trustee with respect to the Holders of Unsecured Notes Claims, including the Unsecured Notes Indenture Trustee's charging lien and priority rights. Subject to the distribution of Class 8 Plan consideration delivered to it in accordance with the Unsecured Notes Indenture at the expense of the Reorganized Debtors, the Unsecured Notes Indenture Trustee shall have no duties to Holders of Unsecured Notes Claims following the Effective Date of the Plan, including no duty to object to claims or treatment of other creditors.

F. Corporate Action

On or, with the consent of the Required Consenting BrandCo Lenders, before the Effective Date, or as soon thereafter as is reasonably practicable, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including: (1) execution and entry into each of the Exit Facilities; (2) approval of and entry into the New Organizational Documents; (3) issuance and distribution of the New Securities, including pursuant to the Equity Rights Offering; (4) selection of the directors and officers for the Reorganized Debtors; (5) implementation of the Restructuring Transactions contemplated by the Plan; (6) adoption or assumption, if and as applicable, of the Employment Obligations; (7) the formation or dissolution of any Entities pursuant to and the implementation of the Restructuring Transactions and performance of all actions and transactions contemplated by the Plan, including the Description of Transaction Steps; (8) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; and (9) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for herein involving the corporate structure of the Debtors or the Reorganized Debtors, or any corporate, limited liability company, or related action required by the Debtors or the Reorganized Debtors in connection herewith shall be deemed to have occurred and shall be in effect in accordance with the Plan, including the Description of Transaction Steps, without any requirement of further action by the shareholders, members, directors, or managers of the Debtors or Reorganized Debtors, and with like effect as though such action had been taken unanimously by the shareholders, members, directors, managers, or officers, as applicable, of the Debtors or Reorganized Debtors. Before, on, or after the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors. The authorizations and approvals contemplated by this Article IV.F shall be effective notwithstanding any requirements under non-bankruptcy law.

G. New Organizational Documents

To the extent required under the Plan or applicable non-bankruptcy law, on or promptly after the Effective Date, the Reorganized Debtors will file their applicable New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in their respective states or jurisdictions of incorporation or formation in accordance with the corporate laws of such respective states or jurisdictions of incorporation or formation. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents will prohibit the issuance of non-voting equity securities of Reorganized Holdings. After the Effective Date, the Reorganized Debtors may amend and restate their respective New Organizational Documents or otherwise restructure their legal Entity forms, without supervision or approval by the Bankruptcy Court and in accordance with applicable non-bankruptcy law.

The New Organizational Documents shall provide for the following minority protections (which shall not be subject to amendment other than with the consent of holders of at least two-thirds of the then-issued and outstanding shares of New Common Stock and as to which the New Organizational Documents will provide equivalent rights to all equivalent sized holders of New Common Stock): (1) annual audited and quarterly financial statements by Reorganized Holdings, as well as a quarterly management call, including a Q&A; (2) no transfer restrictions other than restrictions on transfers to competitors, customary drag-along and tag-along rights (in connection with a transfer of a majority of the then-outstanding New Common Stock), and other customary transfer restrictions (including restrictions on transfers that are not in compliance with applicable law or would require Reorganized Holdings to register securities or to register as an "investment company"), but in any event will not include any right of first refusal or right of first offer; and (3) customary pro rata preemptive rights in connection with equity issuances for cash (subject to customary carve outs) for accredited investor holders of New Common Stock above a specified threshold (which threshold shall be determined to provide such preemptive rights to approximately ten (10) holders as of the Effective Date).

H. Directors and Officers of the Reorganized Debtors

As of the Effective Date, the term of the current members of the boards of directors of each Debtor shall expire, and the New Boards shall be appointed in accordance with the New Organizational Documents of each Reorganized Debtor.

The members of the Reorganized Holdings Board immediately following the Effective Date shall be determined and selected by the Required Consenting 2020 B-2 Lenders.

Except as otherwise provided in the Plan, the Confirmation Order, the Plan Supplement, or the New Organizational Documents, the officers of the Debtors immediately before the Effective Date, as applicable, shall serve as the initial officers of the Reorganized Debtors on the Effective Date.

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose in the Plan Supplement the identity and affiliations of any Person proposed to serve on the initial Reorganized Holdings Board and New Subsidiary Boards, to the extent known at the time of filing, as well as those Persons that will serve as an officer of Reorganized Holdings or other Reorganized

Debtor. To the extent any such director or officer is an "insider" as such term is defined in section 101(31) of the Bankruptcy Code, the nature of any compensation to be paid to such director or officer will also be disclosed. Each such director and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and may be replaced or removed in accordance with such New Organizational Documents.

I. Employment Obligations

Except as otherwise expressly provided in the Plan or the Plan Supplement, the Reorganized Debtors shall honor the Employment Obligations (1) existing and effective as of the Petition Date, (2) that were incurred or entered into in the ordinary course of business prior to the Effective Date, or (3) as otherwise agreed to between the Debtors and the Required Consenting BrandCo Lenders on or prior to the Effective Date. Additionally, on the Effective Date, the Reorganized Debtors shall assume (1) the Amended CEO Employment Agreement, and (2) the Amended Revlon Executive Severance Pay Plan, in each case, as adopted in accordance with the Restructuring Support Agreement, and such assumed agreements shall supersede and replace any existing executive severance plan for directors and above and the existing employment agreement of the Debtors' chief executive officer.

Except as otherwise expressly provided in the Plan or the Plan Supplement, to the extent that any of the Employment Obligations are executory contracts, pursuant to sections 365 and 1123 of the Bankruptcy Code, each of them shall be deemed assumed as of the Effective Date and assigned to the applicable Reorganized Debtor. For the avoidance of doubt, the foregoing shall not (1) limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to the Employment Obligations, or (2) impair the rights of the Debtors or Reorganized Debtors, as applicable, to implement the Management Incentive Plan in accordance with its terms and conditions and to determine the Employment Obligations of the Reorganized Debtors in accordance with their applicable terms and conditions on or after the Effective Date, in each case consistent with the Plan.

On the Effective Date, the Debtors shall assume all collective bargaining agreements.

The Confirmation Order shall approve the Enhanced Cash Incentive Program and the Global Bonus Program. As soon as practicable following the Effective Date (but no later than 21 days after the Effective Date, absent any ordinary course administrative delay that is not caused for purposes of circumventing this requirement by any equity holder or any member of the Reorganized Holdings Board other than the Debtors' chief executive officer), in connection with the establishment of the Reorganized Holdings Board, the Reorganized Holdings Board shall approve, adopt, and affirm, as applicable, the implementation of (a) the Enhanced Cash Incentive Program, and (b) the Global Bonus Program, in each case, in accordance with the Plan and the Restructuring Support Agreement and effective as of the Effective Date (or, if the Debtors and the Required Consenting BrandCo Lenders agreed to prorate the KERP and KEIP through a date later than the Effective Date under Article IV.L, the first day after such date).

J. Qualified Pension Plans

On the Effective Date, the Debtors shall assume the Qualified Pension Plans in accordance with the terms of the Qualified Pension Plans and the relevant provisions of ERISA and the IRC.

All proofs of claim filed by PBGC shall be deemed withdrawn on the Effective Date.

K. Retiree Benefits

From and after the Effective Date, the Debtors shall assume and continue to pay all Retiree Benefit Claims in accordance with applicable law.

L. Key Employee Incentive/Retention Plans

On the Effective Date, the Debtors shall pay, to KEIP and KERP participants, as applicable, (1) all KERP amounts earnable for the quarter in which the Effective Date occurs prorated for the period from the first day of such quarter through and including the Effective Date (or such later date as agreed to between the Debtors and the Required Consenting BrandCo Lenders), (2) all KEIP amounts (including any catch-up amounts) earned by the KEIP participants based on the Debtors' good faith estimates of performance for the quarter in which the Effective Date occurs prorated for the period from the first day of such quarter through and including the Effective Date (or such later date as agreed to between the Debtors and the Required Consenting BrandCo Lenders), and (3) all KEIP amounts (including any catch-up amounts) earned by the KEIP participants for quarters ending prior to the quarter in which the Effective Date occurs but which remain unpaid, based on the Debtors' good faith estimates of performance for such quarters, with such estimates to be subject to the approval of the Required Consenting BrandCo Lenders, with such approval not to be unreasonably withheld, conditioned, or delayed.

Except as set forth in in this Article IV.L, the KEIP and KERP programs shall terminate effective as of the Effective Date (or such later date as agreed to between the Debtors and the Required Consenting BrandCo Lenders) and any clawback rights provided for under the KEIP or the KERP shall be released except as set forth in the Schedule of Retained Causes of Action.

M. Effectuating Documents; Further Transactions

On, before, or after (as applicable) the Effective Date, the Reorganized Debtors, the officers of the Reorganized Debtors, and members of the New Boards are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the Restructuring Transactions, the New Organizational Documents, the Exit Facilities Documents, and the securities issued pursuant to the Plan, including the New Securities, and any and all other agreements, documents, securities, filings, and instruments relating to the foregoing in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization, or consents except those expressly required pursuant to the Plan. The authorizations and approvals

contemplated by this Article IV shall be effective notwithstanding any requirements under non-bankruptcy law.

N. Management Incentive Plan

By no later than January 1, 2024, the Reorganized Holdings Board shall implement the Management Incentive Plan that provides for the issuance of options and/or other equity-based compensation to the management and directors of the Reorganized Debtors in accordance with the Plan.

7.5% of the New Common Stock, on a fully diluted basis, shall be reserved for issuance under the Management Incentive Plan. The participants in the Management Incentive Plan, the allocations and form of the options and other equity-based compensation to such participants (including the amount of the allocations and the timing of the grant of the options and other equity-based compensation), and the terms and conditions of such options and other equity-based compensation (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights, and transferability) shall be determined by the Reorganized Holdings Board; *provided* that one-half of the MIP Equity Pool shall be awarded to participants under the Management Incentive Plan upon implementation no later than January 1, 2024.

O. Exemption from Certain Taxes and Fees

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property pursuant to the Plan shall not be subject to any stamp tax, document recording tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, personal property transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment in the United States, or any state or political subdivision thereof. The Confirmation Order shall direct and be deemed to direct the appropriate federal, state, or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (1) the creation, modification, consolidation, or recording of any mortgage, deed of trust, Lien, or other security interest, or the securing of indebtedness by such means or other means, (2) the making or assignment of any lease or sublease, (3) any Restructuring Transaction authorized by the Plan, and (4) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation, or dissolution; (c) deeds; (d) bills of sale; (e) assignments executed in connection with any Restructuring Transaction occurring under the Plan; or (f) any of the other Definitive Documents.

P. Indemnification Provisions

On and as of the Effective Date, consistent with applicable law, the Indemnification Provisions in place as of the Effective Date (whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, other organized documents, board resolutions,

indemnification agreements, employment contracts, or otherwise) for current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, shall be assumed by the Reorganized Debtors (and any such Indemnification Provisions in place as to any Debtors that are to be liquidated under the Plan shall be assigned to and assumed by an applicable Reorganized Debtor), deemed irrevocable, and will remain in full force and effect and survive the effectiveness of the Plan unimpaired and unaffected, and each of the Reorganized Debtors' New Organizational Documents will provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, employees, agents, managers, attorneys, and other professionals, at least to the same extent as such documents of each of the respective Debtors on the Petition Date but in no event greater than as permitted by law, against any Causes of Action. None of the Reorganized Debtors shall amend and/or restate its respective New Organizational Documents, on or after the Effective Date to terminate, reduce, discharge, impair or adversely affect in any way (1) any of the Reorganized Debtors' obligations referred to in the immediately preceding sentence or (2) the rights of such current and former directors, officers, employees, agents, managers, attorneys, and other professionals.

Q. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, any and all Retained Causes of Action (except, if the GUC Trust is established in accordance with the Plan, the GUC Trust may enforce all rights to commence and pursue Retained Preference Actions), whether arising before or after the Petition Date, including but not limited to any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. If the GUC Trust is established in accordance with the Plan, the GUC Trust (on its own behalf and, if the PI Settlement Fund is established in accordance with the Plan, as agent for the PI Settlement Fund) shall retain and may enforce all rights to commence and pursue any Retained Preference Actions, and the GUC Trust's rights to commence, prosecute, or settle such Retained Preference Actions shall be preserved notwithstanding the occurrence of the Effective Date. For the avoidance of doubt, the preservation of Retained Causes of Action described in the preceding sentence includes, but is not limited to, the Reorganized Debtors' retention of the Debtors' rights to (1) object to Administrative Claims, (2) object to other Claims, and (3) subordinate Claims, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article X of the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date.

The Reorganized Debtors may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors, in their respective discretion. The GUC Trust, if established, may pursue Retained Preference Actions and objections to General Unsecured Claims in accordance with the best interests of the GUC Trust and the PI Settlement Fund. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors (or, with respect to Retained Preference Actions, the GUC Trust) will not pursue any and all available Retained Causes**

of Action. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Retained Causes of Action against any Entity. The GUC Trust expressly reserves all rights to prosecute any and all Retained Preference Actions in accordance with the Plan. The Reorganized Debtors and, solely with respect to Retained Preference Actions and the allowance or disallowance of General Unsecured Claims, the GUC Trust, as applicable, expressly reserve all and shall retain the applicable Retained Causes of Action, for later adjudication or settlement, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all Retained Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Retained Causes of Action except as otherwise expressly provided in the Plan and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

R. GUC Trust and PI Settlement Fund

On the Effective Date, solely in the event that any Class of General Unsecured Claims votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the GUC Trust shall be established in accordance with the GUC Trust Agreement. The GUC Trust Agreement shall be (a) drafted by the Creditors' Committee and (b) in substantially the form included in the Plan Supplement.

On the Effective Date, solely in the event that Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the PI Settlement Fund shall be established in accordance with the terms of the PI Settlement Fund Agreement and the Plan. The PI Settlement Fund Agreement shall be (a) drafted by the Creditors' Committee and (b) in substantially the form included in the Plan Supplement.

On the Effective Date, or with respect to the GUC Settlement Top Up Amount and any increase to the GUC Trust/PI Fund Operating Reserve, after the Effective Date, in accordance with the Plan, the GUC Trust Assets shall vest in the GUC Trust and the PI Settlement Fund Assets shall vest in the PI Settlement Fund, as applicable, free and clear of all Claims, Interests, liens, and other encumbrances. For the avoidance of doubt, any portion of the GUC Settlement Total Amount allocable to any Class of General Unsecured Claims that votes to reject the Plan shall be retained by the Reorganized Debtors. Additional assets may vest in the GUC Trust and the PI Settlement Fund from time to time after the Effective Date in the event that an additional GUC Settlement Top Up Amount becomes due, or in the event that additional assets are added to the GUC Trust/PI Fund Operating Reserve pursuant to the Plan.

The GUC Trust or PI Settlement Fund, as applicable, shall have the sole power and authority to: (1) receive and hold the GUC Trust Assets and the PI Settlement Fund Assets, as the case may be; (2) except with respect to Hair Straightening Claims, administer, dispute, object to,

compromise, or otherwise resolve all General Unsecured Claims in any Class of General Unsecured Claims that votes to accept the Plan; *provided* that the Debtors, with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders and in consultation with the Creditors' Committee, or the Reorganized Debtors, in consultation with the GUC Administrator or PI Claims Administrator, as applicable, may elect to administer, dispute, object to, compromise, or otherwise resolve any such Claim (other than a Talc Personal Injury Claim administered pursuant to the PI Claims Distribution Procedures); (3) make distributions in accordance with the Plan to Holders of Allowed General Unsecured Claims in any Class that votes to accept the Plan; and (4) in the case of the GUC Trust only, on its own behalf and acting as agent for the PI Settlement Fund, commence and pursue the Retained Preference Actions, and manage and administer any proceeds thereof in accordance with the Plan. The Debtors or the Reorganized Debtors, as applicable, shall have the sole power and authority to administer, dispute, object to, compromise, or otherwise resolve all Hair Straightening Claims; *provided*, *that*, for the avoidance of doubt, the GUC Trust shall pay, pursuant to Article III.C.12 of the Plan, any Allowed Hair Straightening Claims that are liquidated in accordance with Article IX.A.6 of the Plan and the GUC Trust Agreement and the sole recovery from the Estates on account of Hair Straightening Claims shall be from the GUC Trust in accordance with Article III.C.12 of the Plan and the GUC Trust Agreement.

The GUC Administrator, the PI Claims Administrator, and their respective counsel shall be selected by the Creditors' Committee and disclosed in the Plan Supplement prior to commencement of the Confirmation Hearing. The identity of the GUC Administrator, the PI Claims Administrator, and their respective counsel, and the terms of their compensation shall be reasonably acceptable to the Debtors and the Required Consenting BrandCo Lenders. In furtherance of and consistent with the purpose of the GUC Trust or PI Settlement Fund, as applicable, and the Plan, the GUC Administrator and/or PI Claims Administrator, as applicable, shall: (1) have the power and authority to perform all functions on behalf of the GUC Trust or PI Settlement Fund, as applicable; (2) undertake, with the cooperation of the Reorganized Debtors, all administrative responsibilities that are provided in the Plan and the GUC Trust Agreement or PI Settlement Fund Agreement, as applicable, including filing the applicable operating reports and administering the closure of the Chapter 11 Cases, which reports shall be delivered to the Reorganized Debtors; (3) be responsible for all decisions and duties with respect to the GUC Trust or PI Settlement Fund, as applicable, and the GUC Trust Assets and the PI Settlement Fund Assets, as applicable; (4) allocate the GUC Trust/PI Fund Operating Reserve between the GUC Trust and the PI Settlement Fund, and administer such funds in accordance with the terms of the Plan, the GUC Trust Agreement, and the PI Settlement Fund Agreement; and (5) in all circumstances and at all times, act in a fiduciary capacity for the benefit and in the best interests of the beneficiaries of the GUC Trust or PI Settlement Fund Agreement, as applicable, in furtherance of the purpose of the GUC Trust and PI Settlement Fund Agreement and in accordance with the Plan and the GUC Trust Agreement or PI Settlement Fund Agreement, as applicable.

All expenses (including taxes) of the PI Settlement Fund shall be GUC Trust/PI Fund Operating Expenses and shall be payable solely from the GUC Trust/PI Fund Operating Reserve.

S. Restructuring Expenses

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases on the dates on which such amounts would be required to be paid under the Term DIP Credit Agreement, the DIP Orders, or the Restructuring Support Agreement) without the requirement to file a fee application with the Bankruptcy Court, without the need for time detail, and without any requirement for review or approval by the Bankruptcy Court or any other party. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least two (2) Business Days before the anticipated Effective Date; *provided* that such estimates shall not be considered to be admissions or limitations with respect to such Restructuring Expenses. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay, when due, pre- and post-Effective Date Restructuring Expenses, whether incurred before, on or after the Effective Date.

ARTICLE V.

THE GUC TRUST

A. Establishment of the GUC Trust

On the Effective Date, solely in the event that any Class of General Unsecured Claims votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the GUC Trust shall be established in accordance with the terms of the GUC Trust Agreement and the Plan. The GUC Trust Agreement shall be (a) drafted by the Creditors' Committee and (b) in substantially the form included in the Plan Supplement.

The GUC Trust shall be established to liquidate the GUC Trust Assets and make distributions in accordance with the Plan, Confirmation Order, and GUC Trust Agreement, and in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the GUC Trust. The GUC Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treasury Regulations Section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, and thus, as a "grantor trust" within the meaning of Sections 671 through 679 of the Tax Code. Accordingly, the GUC Trust Beneficiaries shall be treated for U.S. federal income tax purposes (1) as direct recipients of undivided interests in the GUC Trust Assets (other than to the extent the GUC Trust Assets are allocable to Disputed Claims) and as having immediately contributed such assets to the GUC Trust, and (2) thereafter, as the grantors and deemed owners of the GUC Trust and thus, the direct owners of an undivided interest in the GUC Trust Assets (other than such GUC Trust Assets that are allocable to Disputed Claims).

B. The GUC Administrator

The identity of the GUC Administrator shall be disclosed in the Plan Supplement prior to entry of the Confirmation Order on the docket of the Chapter 11 Cases.

C. Certain Tax Matters

The GUC Administrator shall file tax returns for the GUC Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a) and in accordance with the Plan. The GUC Trust's items of taxable income, gain, loss, deduction, and/or credit (other than such items is respect of any assets allocable to, or retained on account of, Disputed Claims) will be allocated to each holder in accordance with their relative ownership of GUC Trust Interests.

As soon as possible after the Effective Date, the GUC Administrator shall make a good faith valuation of the GUC Trust Assets and such valuation shall be used consistently by all parties for all U.S. federal income tax purposes.

The GUC Administrator may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the GUC Trust for all taxable periods through the dissolution thereof. Nothing in this Article V.C shall be deemed to determine, expand, or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

The GUC Administrator (1) may timely elect to treat any GUC Trust Assets allocable to Disputed Claims as a "disputed ownership fund" governed by Treasury Regulations Section 1.468B-9, and (2) to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a "disputed ownership fund" election is made, all parties (including the GUC Administrator and the holders of GUC Trust Interests) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing. The GUC Administrator shall file all income tax returns with respect to any income attributable to a "disputed ownership fund" and shall pay the U.S. federal, state, and local income taxes attributable to such disputed ownership fund based on the items of income, deduction, credit, or loss allocable thereto. The Reorganized Debtors and the GUC Administrator shall cooperate to ensure that any distributions made in respect of Claims that are in the nature of compensation for services (including the Non-Qualified Pension Claims) ("Wage Distributions") are processed through appropriate payroll processing systems or arrangements and are subject to appropriate payroll tax withholding and reporting, and that any applicable payroll taxes associated therewith are properly remitted to taxing authorities. The Reorganized Debtors and the GUC Trust shall, if so requested by the GUC Trust, cooperate in good faith to agree to such procedures so as to permit such Wage Distributions to be processed through the Reorganized Debtors' payroll processing systems (which may, for the avoidance of doubt, be administered by a third party). The employer portion of any payroll taxes applicable to Wage Distributions shall be solely borne by the Reorganized Debtors; neither the GUC Trust nor the GUC Trust/PI Fund Operating Reserve shall bear any liability for the employer portion of any payroll taxes applicable to Wage Distributions.

ARTICLE VI.

PI SETTLEMENT FUND

A. Establishment of the PI Settlement Fund

On the Effective Date, solely in the event that Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the PI Settlement Fund shall be established in accordance with the terms of the PI Settlement Fund Agreement and the Plan. The PI Settlement Fund Agreement shall be (a) drafted by the Creditors' Committee and (b) in substantially the form included in the Plan Supplement. The PI Settlement Fund shall be established to make distributions to Holders of Talc Personal Injury Claims in accordance with the PI Claims Distribution Procedures and the Plan. All expenses (including taxes) incurred by the PI Settlement Fund shall be recorded on the books and records (and reported on all applicable tax returns) as expenses of the PI Settlement Fund; *provided however that*, the PI Settlement Fund shall remit all invoices or other documentation with respect to such expenses for payment to the GUC Administrator and the GUC Administrator shall timely make such payments on behalf of the PI Settlement Fund solely from the GUC Trust/PI Fund Operating Reserve.

The Bankruptcy Court shall have continuing jurisdiction over the PI Settlement Fund.

B. The PI Claims Distribution Procedures

The PI Claims Distribution Procedures shall be established solely to implement the Plan and Plan Settlement. Nothing in the PI Claims Distribution Procedures or any other Definitive Document is intended to be, nor shall it be construed as, an admission by the Debtors or any other Entity as to any Talc Personal Injury Claim, nor shall any Definitive Document, including the PI Claims Distribution Procedures, or any component thereof be admissible as evidence of, or have any *res judicata*, collateral estoppel, or other preclusive or precedential effect regarding, (i) any alleged asbestos contamination in any product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors, the Reorganized Debtors, or any other Entity or for which the Debtors, the Reorganized Debtors, any of their insurers, or any other Entity otherwise have legal responsibility, or (ii) any liability of the Debtors, the Reorganized Debtors, any of their insurers, or any other Entity or the amount of any alleged liability, in respect of any personal injury actually or allegedly caused by any talc-containing allegedly asbestos-contaminated product manufactured, sold, supplied, produced, distributed, released, advertised, or marketed by the Debtors, the Reorganized Debtors, or any other Entity or for which the Debtors, the Reorganized Debtors, any of their insurers, or any other Entity otherwise have legal responsibility. Likewise, no decision of the PI Claims Administrator or the TAC (as defined in the PI Settlement Fund Agreement) to approve or make any distribution upon any Talc Personal Injury Claim shall be admissible as evidence of, or have any *res judicata*, collateral estoppel, or other preclusive or precedential effect regarding, liability to be imposed against the Debtors, the Reorganized Debtors, their Affiliates, or any other Entity, including, without limitation, any insurer, other than the PI Settlement Fund. The Confirmation Order shall constitute findings and orders with regard to this Article VI.B. For the avoidance of doubt, the PI Claims Distribution Procedures and determination thereunder of the amount of and liability for any Talc

Personal Injury Claims shall be for the sole purpose of distributing the recoveries provided by the Debtors to Class 9(a) under the Plan and for no other purpose. The insurers reserve all rights to defend and contest applicable causes of action or demands to the extent that they are brought against the insurers, or to the extent that such causes of action or demands seek recovery from the insurers.

C. The PI Claims Administrator

The identity of the PI Claims Administrator shall be disclosed in the Plan Supplement prior to entry of the Confirmation Order on the docket of the Chapter 11 Cases.

D. Certain Tax Matters

The PI Settlement Fund is intended to be treated, and shall be reported, as a "qualified settlement fund" for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes to the extent applicable. The PI Claims Administrator shall be the "administrator" of the PI Settlement Fund within the meaning of Treasury Regulations section 1.468B-2(k)(3).

The PI Claims Administrator shall be responsible for filing all tax returns of the PI Settlement Fund and the payment, out of the assets of PI Settlement Fund, of any taxes due by or imposed on the PI Settlement Fund.

The PI Claims Administrator may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the PI Settlement Fund for all taxable periods through the dissolution thereof. Nothing in this Article VI.D shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

ARTICLE VII.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided herein, all Executory Contracts or Unexpired Leases will be deemed assumed as of the Effective Date, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the Debtors; (2) are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; or (3) are the subject of a motion to reject such Executory Contracts or Unexpired Leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such rejection is on or after the Effective Date. The assumption or rejection of all executory contracts and unexpired leases in the Chapter 11 Cases or in the Plan shall be determined by the Debtors, with the consent of the Required Consenting BrandCo Lenders. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions, assumptions and assignments, and the rejection of the Executory Contracts or Unexpired Leases listed on the Schedule of Rejected Executory Contracts and Unexpired Leases pursuant to sections 365(a) and

1123 of the Bankruptcy Code. Any motions to reject Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed pursuant to this Article VII.A or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date or such later date as provided in this Article VII.A, shall revest in and be fully enforceable by the Debtors or the Reorganized Debtors, as applicable, in accordance with such Executory Contract and/or Unexpired Lease's terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including, without limitation, any "change of control" (whether direct or indirect) or "anti-assignment" provision, or similar provision implicated by a conversion of the form of entity of the Debtors or their Affiliates), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other rights, including default-related rights, due to the conversion of the form of entity of, as applicable, the Debtors or their Affiliates thereto. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, shall have the right to alter, amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases, including by way of adding or removing a particular Executory Contract or Unexpired Lease from the Schedule of Rejected Executory Contracts and Unexpired Leases, at any time through and including sixty (60) Business Days after the Effective Date; *provided that*, after the Confirmation Date, the Debtors may not subsequently reject any Unexpired Lease of nonresidential real property under which any Debtor is the lessee that was not previously rejected (or subject to a motion to reject) or designated as rejected on the Schedule of Rejected Executory Contracts and Unexpired Leases absent consent of the applicable lessor; *provided further that*, with respect to any Unexpired Lease subject to a dispute regarding (1) the amount of the Cure Claim, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under such Unexpired Lease to be assumed, if required, or (3) any other matter pertaining to assumption, the Debtors may reject such Unexpired Lease within 30 days following entry of a Final Order of the Bankruptcy Court resolving such dispute.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court or the Voting and Claims Agent and served on the Debtors or Reorganized Debtors, as applicable, by the later of (1) the applicable Claims Bar Date, and (2) thirty (30) calendar days after notice of such rejection is served on the applicable claimant. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be automatically Disallowed and forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or

approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, including any Claims against any Debtor listed on the Schedules as unliquidated, contingent, or disputed. Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as Other General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any cure amount has been fully paid or for which the cure amount is $0 pursuant to this Article VII, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any Cure Claims shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Claim in Cash on the Effective Date or as soon as reasonably practicable thereafter, with such Cure Claim being $0.00 if no amount is listed in the Cure Notice, subject to the limitations described below, or on such other terms as the party to such Executory Contract or Unexpired Lease may otherwise agree. In the event of a dispute regarding (1) the amount of the Cure Claim, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, if required, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall only be made following the entry of a Final Order or orders resolving the dispute and approving the assumption or by mutual agreement between the Debtors or the Reorganized Debtors, as applicable, and the applicable counterparty, with the reasonable consent of the Required Consenting BrandCo Lenders.

At least fourteen (14) calendar days before the Confirmation Hearing, the Debtors shall distribute, or cause to be distributed, Cure Notices and proposed amounts of Cure Claims to the applicable Executory Contract or Unexpired Lease counterparties. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be Filed, served, and actually received by the Debtors at least seven (7) calendar days before the Confirmation Hearing. Any such objection to the assumption of an Executory Contract or Unexpired Lease shall be heard by the Bankruptcy Court on or before the Effective Date, unless a later date is agreed to between the Debtors or the Reorganized Debtors, on the one hand, and the counterparty to the Executory Contract or Unexpired Lease, on the other hand, or by order of the Bankruptcy Court; *provided*, *however*, that any such objection that is timely Filed by Broadstone Rev New Jersey, LLC or 540 Beautyrest Avenue, LLC shall be heard by the Bankruptcy Court on or before the Confirmation Date, unless a later date is agreed to between the Debtors or the Reorganized Debtors, on the one hand, and Broadstone Rev New Jersey, LLC or 540 Beautyrest Avenue, LLC, as applicable, on the other hand, or by order of the Bankruptcy Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount shall be deemed to have assented to such assumption and/or cure amount.

The Debtors or Reorganized Debtors, as applicable, reserve the right to reject any Executory Contract or Unexpired Lease in resolution of any cure disputes. Notwithstanding anything to the contrary herein, if at any time the Bankruptcy Court determines that the Allowed Cure Claim with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable Cure Notice, the Debtors or Reorganized Debtors, as applicable, will have the right, at such time, to add such Executory Contract or Unexpired Lease to the Schedule of Rejected Executory Contracts and Unexpired Leases, in which case such Executory Contract or Unexpired Lease shall be deemed rejected as the Effective Date.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Debtor or defaults, whether monetary or nonmonetary, including defaults of provisions restricting a change in control or any bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date that the Debtors or Reorganized Debtors assume such Executory Contract or Unexpired Lease; *provided* that nothing herein shall prevent the Reorganized Debtors from (1) paying any Cure Claim despite the failure of the relevant counterparty to File such request for payment of such Cure Claim or (2) settling any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court, in each case in clauses (1) or (2), with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting 2020 B-2 Lenders. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed and cured shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

D. Pre-existing Obligations to the Debtors under Executory Contracts and Unexpired Leases

Notwithstanding any non-bankruptcy law to the contrary, the Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased, or services previously received, by the contracting Debtors from counterparties to rejected or repudiated Executory Contracts and Unexpired Leases. For the avoidance of doubt, the rejection of any Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Debtors under or in relation to such Executory Contracts and Unexpired Leases.

E. D&O Insurance

All of the Debtors' directors' and officers' liability insurance policies (including any "tail policies"), and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, the Debtors shall be deemed to have assumed all such directors' and officers' liability insurance policies and any agreements, documents, and instruments related thereto. In addition, on and after the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce, limit or restrict the coverage under any of the directors' and officers' liability insurance policies with respect to conduct occurring prior thereto, and, subject to and in accordance with the terms and conditions of the directors' and officers' liability insurance policies, all directors and officers of the Debtors

who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such directors' and officers' insurance policy (including any "tail policies") for the full term of such policy regardless of whether such directors and/or officers remain in such positions after the Effective Date. Notwithstanding anything to the contrary in Article X.D and Article X.E, all of the Debtors' current and former officers' and directors' rights as beneficiaries of such insurance policies, if any, are preserved to the extent set forth herein.

F. Insurance Obligations

Subject to Article VIII.L.3 of the Plan, and except as otherwise expressly provided in this provision or elsewhere in the Plan, the Reorganized Debtors shall honor all of the Debtors' obligations under the Debtors' insurance policies, including, for the avoidance of doubt, any policies where a Debtor is an insured or counterparty, and any agreements, documents, or instruments relating thereto; *provided* that none of the Debtors, their Estates, the Reorganized Debtors, each of their respective Affiliates, or any other Entity shall have any obligation now or in the future to pay, reimburse, or otherwise satisfy any applicable Hair Straightening Deductible or SIR Obligations that are due or become due (or otherwise would become due) in the future under the terms of any insurance policy; *provided further*, *that* for the avoidance of doubt, the Reorganized Debtors shall honor the Debtors' obligations in respect of any Hair Straightening Claims Defense Costs.

For the avoidance of doubt, except as set forth in Articles VII.F and VIII.L.3 of the Plan, all of the Debtors' insurance policies, including, for the avoidance of doubt, any policies where a Debtor is an insured or counterparty, and all rights and obligations of the Debtors thereunder will automatically become vested, unaltered, in the applicable Reorganized Debtors as of the Effective Date without necessity for further approvals or orders. Subject to Articles VII.F and VIII.L.3 of the Plan, nothing in the Plan shall alter, modify, amend, affect, impair, or prejudice the legal, equitable, or contractual rights, obligations, or defenses of the Debtors, the Reorganized Debtors, Zurich, Chubb, or any other individual or entity, as applicable, under (or affect the coverage, including any coverage for Hair Straightening Claims, under) the Debtors' insurance policies, including, for the avoidance of doubt, any policies where a Debtor is an insured or counterparty.

This Article VII.F shall not apply to any of the Debtors' directors' and officers' insurance policies, which are subject to Article VII.E of the Plan.

G. Special Provisions Regarding Zurich Insurance Contracts and Chubb Insurance Contracts

Notwithstanding anything to the contrary in the Definitive Documents, any Cure Notice, any bar date notice or claim objection, any documents related to any of the foregoing or any other order of the Bankruptcy Court (including, without limitation, any provision that purports to be preemptory or supervening, grants an injunction, discharge or release, confers Bankruptcy Court jurisdiction or requires a party to opt out of any releases):

1. On the Effective Date, and subject to the compromise set forth in, and as modified by, subsection 6 of this Article VII.G of the Plan, each applicable Reorganized Debtor

shall assume all Zurich Insurance Contracts and all Chubb Insurance Contracts which identify the applicable Debtor as an insured or as a counterparty thereto to the full extent of the relationship between the applicable Debtor and Zurich or the applicable Debtor and Chubb, pursuant to sections 105 and 365 of the Bankruptcy Code, and the entry of the Confirmation Order will constitute both approval of such assumption and a finding by the Bankruptcy Court that such assumption is in the best interests of the Estates;

2. Except as expressly set forth in Articles VII.F and VIII.L.3 of the Plan, on and after the Effective Date, the Reorganized Debtors shall become and remain liable in full for all of their and the Debtors' obligations under the Zurich Insurance Contracts and the Chubb Insurance Contracts in accordance with the terms thereof, regardless of when they arise, without the need or requirement for Zurich or Chubb to file or serve any Proof of Claim, Cure Claim, or a request, application, claim, proof or motion for payment or allowance of any Administrative Claim;

3. Except as expressly set forth in Articles VII.F and VIII.L.3 of the Plan, nothing alters, modifies, or otherwise amends the terms and conditions of the Zurich Insurance Contracts or the Chubb Insurance Contracts, any reinsurance agreements related thereto, and any rights and obligations (including, without limitation, any obligations or liabilities of any of the Debtors' Affiliates) and coverage thereunder shall be determined under the Zurich Insurance Contracts and the Chubb Insurance Contracts, as applicable, and applicable non-bankruptcy law as if the Chapter 11 Cases had not occurred;

4. Except as expressly set forth in Articles VII.F and VIII.L.3 of the Plan, nothing alters or modifies the duty, if any, of Zurich or Chubb to pay claims covered by the Zurich Insurance Contracts or the Chubb Insurance Contracts, as applicable, or Zurich's or Chubb's right to seek payment or reimbursement from the Debtors or the Reorganized Debtors or to draw on any collateral or security therefor in accordance with the terms of the Zurich Insurance Contracts or the Chubb Insurance Contracts, as applicable;

5. The automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article X.G of the Plan, if and to the extent applicable, shall be deemed lifted and/or modified without further order of the Bankruptcy Court, solely to permit: (i)(A) Holders of valid Workers' Compensation Claims to proceed with such Workers' Compensation Claims and (B) Holders of direct action claims against Zurich or Chubb under applicable non-bankruptcy law to proceed with such direct action claims; *provided* that the foregoing clause (i)(B) shall be without prejudice to any defenses that the Reorganized Debtors might assert to any claim asserted by Zurich or Chubb against the Reorganized Debtors arising from any payment by Zurich or Chubb on account of any such claim; and *provided, further*, that any recoveries or payments on account of such claims shall be in accordance with and subject to Articles VII.F and VIII.L.3 of the Plan; (ii) Zurich and Chubb to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, subject to Articles VII.F and VIII.L.3 of the Plan and the terms of the applicable Zurich Insurance Contracts or Chubb Insurance Contracts, (A) Workers' Compensation Claims, (B) Claims where the Holder asserts a direct claim against Zurich or Chubb under applicable non-bankruptcy law or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in

Article X.G of the Plan to proceed with its claim, (C) Claims or Causes of Action by Hair Straightening Claimants seeking to recover amounts due under any insurance policy in excess of any applicable Hair Straightening Deductible or SIR Obligation on account of Hair Straightening Claims, and (D) all costs in relation to each of the foregoing; and (iii) Zurich or Chubb to take, in their sole discretion, other actions relating to, as applicable, the Zurich Insurance Contracts or the Chubb Insurance Contracts (including effectuating a setoff), to the extent permissible under applicable non-bankruptcy law, and in accordance with the terms of the Zurich Insurance Contracts or Chubb Insurance Contracts, as applicable, and subject to Articles VII.F and VIII.L.3 of the Plan; and

6. The terms set forth in Articles VII.F and VIII.L.3 of the Plan with respect to Hair Straightening Claims are compromises between (i) the Debtors and Zurich with respect to Zurich's potential objections to the Plan and treatment of Hair Straightening Deductible or SIR Obligations, and (ii) the Debtors and Chubb with respect to Chubb's potential objections to the Plan and treatment of Hair Straightening Deductible or SIR Obligations, and the Hair Straightening Claimants have consented or shall be deemed to consent to such compromises set forth in the foregoing clauses (i) and (ii), and any Zurich Insurance Contracts and Chubb Insurance Contracts that provide coverage for Hair Straightening Claims are modified solely as set forth in Articles VII.F and VIII.L.3 of the Plan; and for the avoidance of doubt, Zurich and Chubb shall not be deemed to release the Debtors, the Reorganized Debtors, and/or any of the Debtors' Affiliates of any obligations under the Zurich Insurance Contracts and the Chubb Insurance Contracts, as applicable, except as specifically set forth in Articles VII.F and VIII.L.3 of the Plan.

H. Indemnification Provisions

Except as otherwise provided in the Plan, on and as of the Effective Date, any of the Debtors' indemnification rights with respect to any contract or agreement that is the subject of or related to any litigation against the Debtors or Reorganized Debtors, as applicable, shall be assumed by the Reorganized Debtors and otherwise remain unaffected by the Chapter 11 Cases.

I. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Unless otherwise provided in the Plan or by separate order of the Bankruptcy Court, each Executory Contract or Unexpired Lease that is assumed shall include (1) all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affect such Executory Contract or Unexpired Lease, and (2) all Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, reciprocal easement agreements and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated pursuant to an order of the Bankruptcy Court or under the Plan.

Except as otherwise provided by the Plan or by separate order of the Bankruptcy Court, modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases and actions taken in accordance therewith (1) shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any

Claims against any Debtor that may arise in connection therewith, (2) are not and do not create postpetition contracts or leases, (3) do not elevate to administrative expense priority any Claims of the counterparties to such Executory Contracts and Unexpired Leases against any of the Debtors, and (4) do not entitle any Entity to a Claim against any of the Debtors under any section of the Bankruptcy Code on account of the difference between the terms of any prepetition Executory Contracts or Unexpired Leases and subsequent modifications, amendments, supplements, or restatements.

J. Reservation of Rights

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases or any Cure Notice, nor anything contained in the Plan or the Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If, prior to the Effective Date, there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, or Reorganized Debtors, as applicable, shall have forty-five (45) calendar days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

K. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

L. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) that had not been rejected as of the date of Confirmation will survive and remain obligations of the applicable Reorganized Debtor.

ARTICLE VIII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed

Unless otherwise provided in the Plan, on the Effective Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim), each Holder of an Allowed Claim shall be entitled to receive the full amount of the distributions that the Plan provides for Allowed Claims in each applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims (which will only be made if and when they become Allowed Claims) shall be made pursuant to the provisions set forth

in Article IX of the Plan. Except as otherwise expressly provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date. The Debtors shall have no obligation to recognize any transfer of Claims against any Debtor or privately held Interests occurring on or after the Distribution Record Date. Distributions to Holders of Claims or Interests related to public securities shall be made to such Holders in exchange for such securities, which shall be deemed canceled as of the Effective Date.

B. Distributions on Account of Obligations of Multiple Debtors

For all purposes associated with distributions under the Plan, each Class 9 General Unsecured Claim that has been asserted against multiple debtors will be treated as a single Claim and shall result in a single distribution under the Plan.

C. Disbursing Agent

Except as otherwise provided in the Plan, all distributions under the Plan shall be made by the Disbursing Agent on the Effective Date or as soon as reasonably practicable thereafter. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

D. Rights and Powers of Disbursing Agent

1. Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and out-of-pocket expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes other than any income taxes) and any reasonable compensation and out-of-pocket expense reimbursement claims (including reasonable and documented attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors; *provided* that all such expenses, compensation, and reimbursement claims of the GUC Administrator, the PI Claims Administrator, or the Unsecured Notes Indenture Trustee shall be paid from the GUC Trust/PI Fund Operating Reserve.

E. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions

(a) Delivery of Distributions to Holders of Allowed Credit Agreement Claims

Except as otherwise provided in the Plan, all distributions under the Plan on account of an Allowed FILO ABL Claim, OpCo Term Loan Claim, 2020 Term B-1 Loan Claim, or 2020 Term B-2 Loan Claim shall be made by the Reorganized Debtors or the Disbursing Agent, as applicable, to the Holder of record of such Allowed Claim as of the Distribution Record Date (as determined and maintained by the ABL Agent, 2016 Agent, or BrandCo Agent, as applicable) or as otherwise reasonably directed by such Holder to the Disbursing Agent. For the avoidance of doubt, to the extent permitted by the 2016 Credit Agreement, all distributions under the Plan on account of an Allowed 2016 Term Loan Claim (other than any Allowed 2016 Term Loan Claim held by a Released Party) shall be subject to, and shall not limit the ability of the 2016 Agent to offset, any 2016 Agent Surviving Indemnity Obligations.

(b) Delivery of Distributions to Unsecured Notes Indenture Trustee

In the event that Class 8 votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, (i) distributions to be made to Holders of Allowed Unsecured Notes Claims shall be made to, or at the reasonable direction of, the Unsecured Notes Indenture Trustee, which shall transmit or direct the transmission of such distributions to Holders of Allowed Unsecured Notes Claims, subject to the priority and charging lien rights of the Unsecured Notes Indenture Trustee, in accordance with the Unsecured Notes Indenture and the Plan, (ii) the Unsecured Notes Indenture Trustee, subject to the payment of its fees and expenses to the extent set forth in the Plan, shall transfer or direct the transfer of such distributions through the facilities of DTC, and (iii) the Unsecured Notes Indenture Trustee shall be entitled to recognize and deal for all purposes under the Plan with Holders of the Unsecured Notes Claims to the extent consistent with the customary practices of DTC, and all distributions to be made to Holders of Unsecured Notes Claims shall be delivered to the Unsecured Notes Indenture Trustee in a form that is eligible to be distributed through the facilities of DTC. If Class 8 votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, distributions in respect of the Consenting Unsecured Noteholder Recovery shall be made to each Holder of Unsecured Notes Claims that has voted to accept the Plan on account of such Claims and that otherwise qualifies as a Consenting Unsecured Noteholder according to the information provided on such Holder's ballot or the applicable master ballot, as applicable, in respect of such vote, and such distributions shall be made at the expense of the Debtors with the assistance of the Voting and Claims Agent and shall be subject to all charging lien and priority distribution rights of the Unsecured Notes Indenture Trustee to the extent provided in the Unsecured Notes Indenture with respect to any unpaid fees and expenses as of the Effective Date.

(c) Delivery of Distributions in General

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims (other than Holders specified in Article VIII.E.1(a) or (b)) or Interests shall be made to Holders of record as of the Distribution Record Date by the Reorganized Debtors or the applicable Disbursing Agent: (i) to the signatory set forth on any of the Proofs of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have been notified in writing of a change of address); (ii) at the

addresses set forth in any written notices of address changes delivered to the Reorganized Debtors after the date of any related Proof of Claim; (iii) at the addresses reflected in the Schedules if no Proof of Claim has been Filed and the Reorganized Debtors have not received a written notice of a change of address; or (iv) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf. The Debtors and the Reorganized Debtors shall not incur any liability whatsoever on account of any distributions under the Plan, except in the event of gross negligence or willful misconduct, as determined by a Final Order of a court of competent jurisdiction. Subject to this Article VIII, distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Reorganized Debtors, and the Disbursing Agents, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan, except in the event of actual fraud, gross negligence, or willful misconduct, as determined by a Final Order of a court of competent jurisdiction.

2. Record Date of Distributions

As of the close of business on the Distribution Record Date, the various transfer registers for each Class of Claims as maintained by the Debtors or their respective agents shall be deemed closed, and there shall be no further changes in the record Holders of any Claims. The Disbursing Agent shall have no obligation to recognize any transfer of Claims occurring on or after the Distribution Record Date. In addition, with respect to payment of any cure amounts or disputes over any cure amounts, neither the Debtors nor the Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable Executory Contract or Unexpired Lease as of the Effective Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Cure Claim. For the avoidance of doubt, the Distribution Record Date shall not apply to distributions to Holders of Unsecured Notes Claims, the Holders of which shall receive distributions, if applicable, in accordance with Article VIII.E.1(b) of the Plan.

3. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the Reorganized Debtors, on the one hand, and the Holder of a Disputed Claim, on the other hand, or as set forth in a Final Order, no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all of the Disputed Claim has become an Allowed Claim or has otherwise been resolved by settlement or Final Order; *provided* that, if the Reorganized Debtors do not dispute a portion of an amount asserted pursuant to an otherwise Disputed Claim, the Disbursing Agent may make a partial distribution on account of that portion of such Claim that is not Disputed at the time and in the manner that the Disbursing Agent makes distributions to similarly situated Holders of Allowed Claims pursuant to the Plan. Any dividends or other distributions arising from property distributed to Holders of Allowed Claims in a Class and paid to such Holders under the Plan shall also be paid, in the applicable amounts, to any Holder of a Disputed Claim in such Class that becomes an Allowed Claim after the date or dates that such dividends or other distributions were earlier paid to Holders of Allowed Claims in such Class.

4. Minimum Distributions

No partial distributions or payments of fractions of New Securities shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Interest, as applicable, would otherwise result in the issuance of a number of New Securities that is not a whole number, the actual distribution of New Securities shall be rounded as follows: (a) fractions of greater than one-half (1/2) shall be rounded to the next higher whole number and (b) fractions of one-half (1/2) or less than one-half (1/2) shall be rounded to the next lower whole number with no further payment therefor. The total number of authorized shares of New Securities to be distributed pursuant to the Plan may (at the Debtors' discretion) be adjusted as necessary to account for the foregoing rounding.

Notwithstanding any other provision of the Plan, no Cash payment valued at less than $100.00, in the reasonable discretion of the Disbursing Agent and the Reorganized Debtors, shall be made to a Holder of an Allowed Claim on account of such Allowed Claim. Such Allowed Claims to which this limitation applies shall be discharged and its Holder forever barred from asserting that Claim against the Reorganized Debtors or their property.

5. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided*, *however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the later of (a) the Effective Date and (b) the date of the distribution. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, state, or other jurisdiction escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or Interest in property shall be discharged and forever barred. The Reorganized Debtors and the Disbursing Agent shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

Checks issued on account of Allowed Claims shall be null and void if not negotiated within one hundred eighty (180) calendar days from and after the date of issuance thereof. Requests for reissuance of any check must be made directly and in writing to the Disbursing Agent by the Holder of the relevant Allowed Claim within the 180-calendar day period. After such date, the relevant Allowed Claim (and any Claim for reissuance of the original check) shall be automatically discharged and forever barred, and such funds shall revert to the Reorganized Debtors (notwithstanding any applicable federal, provincial, state or other jurisdiction escheat, abandoned, or unclaimed property laws to the contrary).

A distribution shall be deemed unclaimed if a Holder has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to the Reorganized Debtors of an intent to accept a particular distribution; (c) responded to the Debtors' or Reorganized Debtors' requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

F. Manner of Payment

At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check, wire transfer, automated clearing house, or credit card, or as otherwise required or provided in applicable agreements.

G. Registration or Private Placement Exemption

The New Securities are or may be "securities," as defined in Section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code, and applicable state securities laws.

1. Section 1145 of the Bankruptcy Code

Pursuant to section 1145 of the Bankruptcy Code, the offer, issuance, and distribution of the New Securities (other than the Reserved Shares or any Unsubscribed Shares, as described in Article VIII.G.2) by Reorganized Holdings as contemplated by the Plan (including the issuance of New Common Stock upon exercise of the Equity Subscription Rights and/or the New Warrants) is exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration prior to the offering, issuance, distribution or sale of securities. The New Securities issued by Reorganized Holdings pursuant to section 1145 of the Bankruptcy Code (1) are not "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (2) are freely tradable and transferable by any initial recipient thereof that (a) is not an "affiliate" of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (b) has not been such an "affiliate" within ninety (90) calendar days of such transfer, (c) has not acquired the New Securities from an "affiliate" within one year of such transfer and (d) is not an entity that is an "underwriter" as defined in section 1145(b) of the Bankruptcy Code; *provided* that transfer of the New Securities may be restricted by the LLC Agreement, the other New Organizational Documents, the New Shareholders' Agreement, if any, and the New Warrant Agreement.

2. Section 4(a)(2) of the Securities Act

The offer (to the extent applicable), issuance, and distribution of the Reserved Shares and the Unsubscribed Shares shall be exempt (including with respect to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code) from registration under the Securities Act pursuant to Section 4(a)(2) thereof and/or Regulation D thereunder. Therefore, the Reserved Shares and the Unsubscribed Shares will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration or an applicable exemption from registration under the Securities Act and other applicable law. In that regard, each of the Equity Commitment Parties has made customary representations to the Debtors, including that each is an "accredited investor" (within the meaning of Rule 501(a) of the Securities Act) or a qualified institutional buyer (as defined under Rule 144A promulgated under the Securities Act).

3. DTC

Should the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the New Securities through the facilities of DTC, the Reorganized Debtors need not

provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of transfers, exercise, removal of restrictions, or conversion of New Securities under applicable U.S. federal, state or local securities laws.

DTC shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Securities are exempt from registration and/or eligible for DTC book-entry delivery, settlement and depository services. Each Entity that becomes a Holder of New Common Stock indirectly through the facilities of DTC will be deemed bound by the terms and conditions of the LLC Agreement and other applicable New Organizational Documents and shall be deemed to be a beneficial owner of New Common Stock subject to the terms and conditions of the LLC Agreement.

Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Stock or the New Warrants (or New Common Stock issued upon exercise of the New Warrants) are exempt from registration and/or eligible for DTC book-entry delivery, settlement and depository services.

H. Compliance with Tax Requirements

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information, documentation, and certifications necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable or appropriate. All Persons holding Claims against any Debtor shall be required to provide any information necessary for the Reorganized Debtors to comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit. The Reorganized Debtors reserve the right to allocate any distributions made under the Plan in compliance with applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

Notwithstanding any other provision of the Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit on account of such distribution.

I. No Postpetition or Default Interest on Claims

Unless otherwise specifically provided for in an order of the Bankruptcy Court, the Plan, the Final DIP Order, or the Confirmation Order, postpetition interest shall not accrue or be paid on any Claims and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any such Claim for purposes of distributions under the Plan.

J. Allocations

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to the remaining portion of such Allowed Claim, if any.

K. Setoffs and Recoupment

The Debtors or the Reorganized Debtors may, but shall not be required to, setoff against or recoup any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any claims, rights, and Causes of Action of any nature whatsoever that the Debtors or the Reorganized Debtors, as applicable, may have against the Holder of such Allowed Claim pursuant to the Bankruptcy Code or applicable nonbankruptcy law, to the extent that such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (pursuant to the Plan or otherwise); *provided*, *however*, that the failure of the Debtors or the Reorganized Debtors, as applicable, to do so shall not constitute a waiver, abandonment or release by the Debtors or the Reorganized Debtors of any such Claim they may have against the Holder of such Claim.

Notwithstanding anything to the contrary in the Plan, nothing in the Plan shall modify the rights, if any, of Broadstone Rev New Jersey, LLC and 540 Beautyrest Avenue, LLC, solely to the extent that either such entity is a counterparty to any Unexpired Lease of nonresidential real property, to assert any right of setoff or recoupment that such party may have under applicable bankruptcy or non-bankruptcy law, subject to section 553 of the Bankruptcy Code and any other applicable bankruptcy law, including, but not limited to: (1) the ability, if any, of such parties to setoff or recoup a security deposit held pursuant to the terms of their Unexpired Lease with the Debtors, or any successors to the Debtors, under the Plan; (2) assertion of rights of setoff or recoupment, if any, in connection with Claims reconciliation; or (3) assertion of setoff or recoupment as a defense, if any, against any claim or action by the Debtors. The Debtors rights with respect thereto are expressly reserved.

L. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtors or the Reorganized Debtors, as applicable, shall reduce a Claim against any Debtor, and such Claim (or portion thereof) shall be Disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment on account of such Claim from a party that is not a Debtor or a Reorganized Debtor, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and also receives payment from a party that is not a Debtor or a Reorganized Debtor, as applicable, on account of such Claim, such Holder shall, within fourteen (14) days of receipt of such payment, repay or return the distribution to the applicable Reorganized Debtor to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The

failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen day grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy (other than a Talc Personal Injury Claim administered pursuant to the PI Claims Distribution Procedures). For the avoidance of doubt, the PI Claims Distribution Procedures and determination thereunder of the amount of and liability for any Talc Personal Injury Claims shall be for the sole purpose of distributing the recoveries provided by the Debtors to Class 9(a) under the Plan and for no other purpose. The insurers reserve all rights to defend and contest applicable causes of action or demands to the extent that they are brought against the insurers, or to the extent that such causes of action or demands seek recovery from the insurers. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim against any Debtor, then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in the Plan, including this Article VIII.L.3, (a) payments to Holders of Claims covered by the Debtors' insurance policies shall be in accordance with the provisions of any applicable insurance policy, and (b) nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors, the Reorganized Debtors, or any Person (including any Holder of a Hair Straightening Claim) or Entity may hold against any other Entity, including insurers, under any policies of insurance. Except as expressly set forth in this Article VIII.L.3 or in Articles VII.F, VIII.L.2 or IX.A.6 of the Plan, nothing contained herein shall constitute or be deemed a waiver by such insurers of any rights or defenses, including coverage defenses, held by such insurers.

Except with respect to the Debtors' directors' and officers' insurance policies, and notwithstanding any provisions to the contrary in any of the Debtors' insurance policies, the applicable insurers shall have no obligation to pay any amounts that are within any applicable and unexhausted deductibles or self-insured retentions on account of any Hair Straightening Claims (a "Hair Straightening Deductible or SIR Obligation") under any applicable insurance policy on account of Hair Straightening Claims that are discharged pursuant to the Plan and applicable law. Holders of Allowed Hair Straightening Claims shall have no right to receive, and shall be deemed to have waived any such right to receive, from any applicable insurer any amounts that are within a Hair Straightening Deductible or SIR Obligation of an insurance policy, and Holders of Allowed Hair Straightening Claims shall be subject to and receive distributions solely pursuant to Article III.C.12 of the Plan, if any, on account of such amounts within a Hair Straightening Deductible or SIR Obligation, which treatment shall satisfy and exhaust, in full, any obligation of the Debtors, their Estates, the Reorganized Debtors, their Affiliates, insurers, or any other obligor

under the applicable policy or policies to pay, reimburse, or otherwise satisfy any Hair Straightening Deductible or SIR Obligation, regardless of the amount or availability of the distribution. No insurer shall have a Claim or other Cause of Action against the Debtors, their Estates, the Reorganized Debtors, their Affiliates, or any other Entity for any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs. Nothing herein shall in any way affect an insurance company's obligations under any insurance policy issued or providing coverage to the Debtors, their Estates, or the Reorganized Debtors to pay amounts due under any insurance policy, including amounts in excess of any applicable Hair Straightening Deductible or SIR Obligation; *provided* nothing herein will require any insurer to pay the amount of any judgment or settlement within an unpaid Hair Straightening Deductible or SIR Obligations. For the avoidance of doubt, the automatic stay and the injunctions in Article X.G of the Plan do not apply to Causes of Action by Hair Straightening Claimants seeking to recover amounts due under any insurance policy in excess of any applicable Hair Straightening Deductible or SIR Obligation on account of Hair Straightening Claims once they are fully and finally liquidated in accordance with Article IX.A.6 of the Plan. The applicable insurer will be entitled to reduce the amount payable to a Hair Straightening Claimant on account of any settlement or judgment entered with respect to a Hair Straightening Claim in full dollars for any Hair Straightening Deductible or SIR Obligations applicable to such Claim pursuant to the applicable insurance policy.

All insurers under the Debtors' insurance policies are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtors, the Reorganized Debtors, any of their respective Affiliates, or any other Entity, or any assets of the Debtors, the Reorganized Debtors, any of their respective Affiliates, or any other Entities, or any collateral or security provided by or on behalf of the Debtors, the Reorganized Debtors, any of their respective Affiliates, and/or any other Entities: (a) commencing or continuing in any manner any cause of action, lawsuit, or other proceeding of any kind seeking to recover any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; (d) asserting any right of setoff, subrogation, contribution, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs.

For clarity, to preserve coverage under any Debtors' insurance policies, Holders of Hair Straightening Claims specifically reserve, and do not release, any claims they may have against the Debtors that implicate coverage under any of the Debtors' insurance policies, but recourse is limited to the proceeds of the Debtors' insurance policies in excess of any applicable Hair Straightening Deductible or SIR Obligations, and all other damages (including extra-contractual damages), awards, judgments in excess of policy limits, penalties, punitive damages, and attorney's fees and costs that may be recoverable from any of the Debtors (solely to the extent of distributions available under and in accordance with Article III.C.12 of the Plan, if any) or any of the Debtors' insurers consistent with the Plan.

For the avoidance of doubt, Holders of Hair Straightening Claims shall have no claims or recourse against the Debtors, the Reorganized Debtors, or any of their respective Affiliates, and the sole recovery on account of Hair Straightening Claims, if any, shall be from the Debtors' insurance policies, if permitted and in accordance with the terms of such policies and the Plan.

To the extent that it is determined by a Final Order that this Article VIII.L.3 does not apply to any insurance policy, the Reorganized Debtors shall not be deemed to have assumed such policy or policies and shall not be obligated to honor any obligations under such policy or policies pursuant to Article VII.F of the Plan. The foregoing sentence shall not apply to the Zurich Insurance Contracts or the Chubb Insurance Contracts, which are assumed pursuant to and in accordance with the terms of Article VII.G of the Plan.

M. Foreign Current Exchange Rate

As of the Effective Date, any Claim asserted in a currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate on the Petition Date, as quoted at 4:00 p.m. (prevailing Eastern time), midrange spot rate of exchange for the applicable currency as published in the Wall Street Journal, National Edition, on the day after the Petition Date.

ARTICLE IX.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Resolution of Disputed Claims

1. Allowance of Claims

After the Effective Date, each of the Reorganized Debtors (and, with respect to the administration of General Unsecured Claims, the GUC Administrator or the PI Claims Administrator, as applicable) shall have and retain any and all rights and defenses such Debtor had with respect to any Claim immediately before the Effective Date. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim against any Debtor shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code, or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim. For the avoidance of doubt, all references

in this Article IX to (a) the GUC Administrator shall apply only in the event the GUC Trust is created in accordance with the Plan and only with respect to Claims in Classes 9(b), (c), and (d), and (b) the PI Claims Administrator shall apply only in the event the PI Settlement Fund is created in accordance with the Plan and only with respect to Claims in Class 9(a).

2. Claims and Interests Administration Responsibilities

Except as otherwise specifically provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Reorganized Debtors (or any authorized agent or assignee thereof), the GUC Administrator, and the PI Claims Administrator, as applicable, shall have the sole authority to: (a) File, withdraw, or litigate to judgment objections to Claims against any of the Debtors; (b) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (c) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor (and, solely with respect to the administration of General Unsecured Claims, the GUC Administrator or the PI Claims Administrator, as applicable) shall have and retain any and all rights and defenses that any Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest.

3. Estimation of Claims

Before or after the Effective Date, the Debtors or the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim against any Debtor that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Disputed, contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim; *provided, however*, that such limitation shall not apply to Claims against any of the Debtors requested by the Debtors to be estimated for voting purposes only.

Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before fourteen (14) calendar days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims

against any of the Debtors may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

4. Adjustment to Claims Without Objection

Any duplicate Claim or Interest, any Claim against any Debtor that has been paid or satisfied, or any Claim against any Debtor that has been amended or superseded, canceled, or otherwise expunged (including pursuant to the Plan), may, in accordance with the Bankruptcy Code and Bankruptcy Rules, be adjusted or expunged (including on the Claims Register, to the extent applicable) by the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator, as applicable, without the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court. Additionally, any Claim or Interest that is duplicative or redundant with another Claim or Interest against the same Debtor may be adjusted or expunged on the Claims Register at the direction of the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator, as applicable, without the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

5. Time to File Objections to Claims

Any objections to Claims against any of the Debtors shall be Filed on or before the Claims Objection Deadline.

6. Liquidation of Hair Straightening Claims

Hair Straightening Claims evidenced by a Hair Straightening Proof of Claim shall be liquidated in the Hair Straightening MDL or, in the event that the Hair Straightening MDL has been terminated, in the United States District Court for the Southern District of New York consistent with the applicable provisions of 28 U.S.C. §§ 157 and 1334.

The Plan shall constitute an objection to each Hair Straightening Claim. On or after the later of (a) the Effective Date and (b) the date of entry of an order in the MDL permitting potential plaintiffs to file complaints directly in the Hair Straightening MDL (the "MDL Direct Filing Order"), each Hair Straightening Claimant that has properly filed a Hair Straightening Proof of Claim shall file a complaint naming the applicable Debtor(s) in the Hair Straightening MDL or, if the Hair Straightening MDL has terminated or is otherwise the inapplicable forum for such action, in the United States District Court for the Southern District of New York consistent with the applicable provisions of 28 U.S.C. §§ 157 and 1334, for the purpose of liquidating such Hair Straightening Claim against the applicable Debtor(s) (any such action, a "Hair Straightening Liquidation Action"). All Hair Straightening Liquidation Actions must be commenced no later than the later of (a) September 14, 2023, (b) 90 days after entry of the MDL Direct Filing Order, and (c) solely with respect to a Hair Straightening Claimant who is diagnosed after the Hair Straightening Bar Date, six (6) months from the date of the applicable diagnosis by a licensed

medical doctor. Any Hair Straightening Claim for which a Hair Straightening Liquidation Action is not timely commenced pursuant to the foregoing sentence shall be disallowed.

The injunction set forth in Article X.G of the Plan is modified solely for the purpose of allowing Hair Straightening Claimants that have properly filed a Hair Straightening Proof of Claim to file and pursue Hair Straightening Liquidation Actions against the applicable Debtor(s) in the Hair Straightening MDL or in the United States District Court for the Southern District of New York consistent with the applicable provisions of 28 U.S.C. §§ 157 and 1334, as applicable.

For the avoidance of doubt, a settlement or judgment, if any, in respect of a Hair Straightening Claim, including in respect of any Hair Straightening Liquidation Action, to the extent not paid by insurance, shall be treated as an Other General Unsecured Claim and receive a distribution pursuant to the Plan, including Article III of the Plan, shall constitute and remain a prepetition Claim discharged against the Reorganized Debtors and their assets, and shall not, in any event, be recoverable against the Reorganized Debtors or their assets.

For the avoidance of doubt, this Article IX.A.6 applies solely to Hair Straightening Claims for which a timely and properly filed Hair Straightening Proof of Claim has been filed.

B. Disallowance of Claims

Any Claims against any of the Debtors held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code, or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Reorganized Debtors. Subject in all respects to Article IV.P, all Proofs of Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided herein or otherwise agreed to by the Debtors or the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator, as applicable, any and all Proofs of Claim filed after the applicable Claims Bar Date shall be deemed Disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Filed Claim has been deemed timely Filed by a Final Order.

C. Amendments to Proofs of Claim

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Proof of Claim or Interest may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, the GUC Administrator, or the PI Claims

Administrator, as applicable, and any such new or amended Proof of Claim Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Bankruptcy Court; *provided*, *however*, that the foregoing shall not apply to Administrative Claims or Professional Compensation Claims.

D. No Distributions Pending Allowance

Notwithstanding anything to the contrary herein, if any portion of a Claim against any Debtor is Disputed, or if an objection to a Claim against any Debtor or portion thereof is Filed as set forth in this Article IX, no payment or distribution provided under the Plan shall be made on account of such Claim or portion thereof unless and until such Disputed Claim becomes an Allowed Claim.

E. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Allowed Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Allowed Claim, without any interest, dividends, or accruals to be paid on account of such Allowed Claim unless required under applicable bankruptcy law.

F. No Interest

Unless otherwise expressly provided by section 506(b) of the Bankruptcy Code or as specifically provided for herein or by order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims against any of the Debtors, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim; *provided*, *however*, that nothing in this Article IX.F shall limit any rights of any Governmental Unit to interest under sections 503, 506(b), 1129(a)(9)(A) or 1129(a)(9)(C) of the Bankruptcy Code or as otherwise provided for under applicable law.

ARTICLE X.

SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Interests, and Controversies

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for, and as a requirement to receive, the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith global and integrated compromise and settlement (the "Plan Settlement") of all Claims, Interests, and controversies

relating to the contractual, legal, and subordination rights that any Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest, as well as any and all actual and potential disputes between and among the Company Entities (including, for clarity, between and among the BrandCo Entities, on the one hand, and the Non-BrandCo Entities on the other and including, with respect to each Debtor, such Debtors' Estate), the Creditors' Committee, the Consenting BrandCo Lenders, the Consenting 2016 Lenders, and each other Releasing Party and all other disputes that might impact creditor recoveries, including, without limitation, any and all issues relating to (1) the allocation of the economic burden of repayment of the ABL DIP Facility and Term DIP Facility and/or payment of adequate protection obligations provided pursuant to the Final DIP Order among the Debtors; (2) any and all disputes that might be raised impacting the allocation of value among the Debtors and their respective assets, including any and all disputes related to the Intercompany DIP Facility; and (3) any and all other Settled Claims, including the Financing Transactions Litigation Claims. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan Settlement as well as a finding by the Bankruptcy Court that the Plan Settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. The Plan Settlement is binding upon all creditors and all other parties in interest pursuant to section 1141(a) of the Bankruptcy Code. In accordance with the provisions of the Plan, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

B. Discharge of Claims and Termination of Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default or "event of default" by the Debtors or their Affiliates with respect to any Claim or Interest on account of the Filing of the Chapter 11 Cases or the Canadian Recognition Proceeding shall be deemed cured (and no longer continuing). The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

C. Release of Liens

Except as otherwise specifically provided in the Plan, or any other Definitive Document, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, discharged, and compromised, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall revert to the Reorganized Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such mortgages, deeds of trust, Liens, pledges, or other security interests.

In addition, the ABL Agents, BrandCo Agent, 2016 Agent, ABL DIP Facility Agent, and Term DIP Facility Agent shall execute and deliver all documents reasonably requested by the Debtors, the Reorganized Debtors, or the Exit Facilities Agents, as applicable, to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Debtors or Reorganized Debtors to file UCC-3 termination statements or other jurisdiction equivalents (to the extent applicable) with respect thereto.

D. Releases by the Debtors

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

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

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

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

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

E. Releases by the Releasing Parties

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

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release, prejudice, limit, impact, or otherwise impair (1) to the extent that any Causes of Action against any Releasing Party are not released or discharged

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

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

F. Exculpation

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

of the Chapter 11 Cases, the Canadian Recognition Proceeding, the Settled Claims, the formulation, preparation, dissemination, negotiation, filing, or termination of the Restructuring Support Agreement and related transactions, the Disclosure Statement, the Plan (including any term sheets related thereto), the Plan Supplement, the DIP Facilities, the Equity Rights Offering, the Backstop Commitment Agreement, the Exit Facilities, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with any of the foregoing, the funding of the Plan, the occurrence of the Effective Date, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Definitive Documents, the issuance of securities pursuant to the Plan, the issuance of the New Common Stock, and the New Warrants pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct; *provided* that the foregoing shall not be deemed to release, affect, or limit any post-Effective Date rights or obligations of the Exculpated Parties under the Plan, the Exit Facilities, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

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

Nothing in the Plan shall limit the liability of attorneys to their respective clients pursuant to Rule 1.8(h) of the New York Rules of Professional Conduct.

G. Injunction

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

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

H. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order), shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Recoupment

In no event shall any Holder of a Claim be entitled to recoup such Claim against any Claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

J. Protection Against Discriminatory Treatment

In accordance with section 525 of the Bankruptcy Code, and consistent with paragraph 2 of Article VI of the United States Constitution, all Entities, including Governmental Units, shall not discriminate against any Reorganized Debtor, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

K. Direct Action Claims

Subject to Articles VII.F and VIII.L.3 of the Plan, nothing contained in the Plan shall impair or otherwise affect the right, if any, of a Holder of a Claim, under applicable non-bankruptcy law, to assert direct claims solely against the Debtors' insurers. Except as explicitly set forth in Articles VII.G.5, IX.A.6, and VIII.L.3 of the Plan, nothing in the Plan grants the Holder of any Claim relief from the automatic stay of Bankruptcy Code section 362(a) or the injunction set forth in Article X.G of the Plan.

L. Qualified Pension Plans

Nothing in the Chapter 11 Cases, the Disclosure Statement, the Plan, the Confirmation Order, or any other document filed in the Chapter 11 Cases shall be construed to discharge, release, limit, or relieve any individual from any claim by the PBGC or the Qualified Pension Plans for breach of any fiduciary duty under ERISA, including prohibited transactions, with respect to the Qualified Pension Plans, subject to any and all applicable rights and defenses of such parties, which are expressly preserved. PBGC and the Qualified Pension Plans shall not be enjoined or precluded from enforcing such fiduciary duty or related liability by any of the provisions of the Disclosure Statement, Plan, Confirmation Order, Bankruptcy Code, or other document filed in the Chapter 11 Cases. For the avoidance of doubt, the Reorganized Debtors shall not be released from any liability or obligation under ERISA, the IRC, and any other applicable law relating to the Qualified Pension Plans.

M. Regulatory Activities

Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan, or Confirmation Order, no provision shall (1) preclude the SEC or any other Governmental Unit from enforcing its police or regulatory powers or (2) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor person or non-Debtor entity in any forum.

ARTICLE XI.

CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

A. Conditions Precedent to the Effective Date

It is a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article XI.B:

1. Confirmation and all conditions precedent thereto shall have occurred;

2. The Bankruptcy Court shall have entered the Confirmation Order and the Backstop Order, which shall be Final Orders and in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders and, in the case of the Confirmation Order, acceptable to the Creditors' Committee and the Required Consenting 2016 Lenders, solely to the extent required under the Restructuring Support Agreement;

3. The Debtors shall have obtained all authorizations, consents, regulatory approvals, or rulings that are necessary to implement and effectuate the Plan;

4. The final version of the Plan, including all schedules, supplements, and exhibits thereto, including in the Plan Supplement (including all documents contained therein), shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders (except to the extent that specific consent rights are set forth in the Restructuring Support Agreement with respect to certain Definitive Documents, which shall be subject instead to such consent rights), and reasonably acceptable to the Creditors' Committee and the Required

Consenting 2016 Lenders solely to the extent required under the Restructuring Support Agreement, and consistent with the Restructuring Support Agreement, including any consent rights contained therein;

5. All Definitive Documents shall have been (or shall, contemporaneously with the occurrence of the Effective Date, be) executed and in full force and effect, and shall be in form and substance consistent with the Restructuring Support Agreement, including any consent rights contained therein, and all conditions precedent contained in the Definitive Documents shall have been satisfied or waived in accordance with the terms thereof, except with respect to such conditions that by their terms shall be satisfied substantially contemporaneously with or after Consummation of the Plan;

6. No Termination Notice or Breach Notice as to the Debtors shall have been delivered by the Required Consenting BrandCo Lenders under the Restructuring Support Agreement in accordance with the terms thereof, no substantially similar notices shall have been sent under the Backstop Commitment Agreement, and neither the Restructuring Support Agreement nor the Backstop Commitment Agreement shall have otherwise been terminated;

7. Adversary Case Number 22-01134 shall have been resolved in a form and manner satisfactory to the Debtors and the Required Consenting BrandCo Lenders and Adversary Case Number 22-01167 shall have been (or shall, concurrently with the occurrence of the Effective Date, be) dismissed in its entirety with prejudice;

8. All professional fees and expenses of retained professionals that require the Bankruptcy Court's approval shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow in accordance with Article II.B pending the Bankruptcy Court's approval of such fees and expenses;

9. All Restructuring Expenses incurred and invoiced as of the Effective Date shall have been paid in full in Cash;

10. The Restructuring Transactions shall have been (or shall, contemporaneously with the occurrence of the Effective Date, be) implemented in a manner consistent in all material respects with the Plan and the Restructuring Support Agreement;

11. The Enhanced Cash Incentive Program and the Global Bonus Program shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders; and

12. The Debtors or the Reorganized Debtors, as applicable, shall have obtained directors' and officers' insurance policies and entered into indemnification agreements or similar arrangements for the Reorganized Holdings Board, which shall be, in each case, effective on or by the Effective Date.

B. Waiver of Conditions

The conditions to Consummation set forth in Article XI.A may be waived by the Debtors, the Required Consenting BrandCo Lenders, and, to the extent required under the

Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders (except with respect to Article XI.A.12, which may be waived by the Debtors in their sole discretion), and, with respect to conditions related to the Professional Fee Escrow, the beneficiaries of the Professional Fee Escrow, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan. The failure of the Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

C. Effect of Failure of Conditions

If Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims, Causes of Action, or Interests; (2) prejudice in any manner the rights of such Debtor, any Holder, any Person, or any other Entity; or (3) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor, any Holder, any Person, or any other Entity.

ARTICLE XII.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments

Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan and the Restructuring Support Agreement), the Debtors reserve the right, with the consent of the Required Consenting BrandCo Lenders, and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders, to modify the Plan (including the Plan Supplement), without additional disclosure pursuant to section 1125 of the Bankruptcy Code prior to the Confirmation Date and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. After the Confirmation Date and before substantial consummation of the Plan, the Debtors may initiate proceedings in the Bankruptcy Court pursuant to section 1127(b) of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Plan Supplement, the Disclosure Statement, or the Confirmation Order, relating to such matters as may be necessary to carry out the purposes and intent of the Plan; *provided* that each of the foregoing shall not violate the Restructuring Support Agreement.

After the Confirmation Date, but before the Effective Date, the Debtors, with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders, and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders, and subject to the applicable provisions of the Restructuring Support Agreement, may make appropriate technical adjustments and modifications to the Plan (including the Plan Supplement) without further order or approval of the Bankruptcy Court; *provided* that such adjustments and modifications do not materially and adversely affect the treatment of Holders of Claims or Interests.

B. Effect of Confirmation on Modifications

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw the Plan before the Confirmation Date and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then, absent further order of the Bankruptcy Court: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise not previously approved by Final Order of the Bankruptcy Court embodied in the Plan (including the fixing or limiting to an amount certain of the Claims or Interests or Classes of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor, any Holder, any Person, or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor, any Holder, any Person, or any other Entity. For the avoidance of doubt, the foregoing sentence shall not be construed to limit or modify the rights of the Creditors' Committee or the Consenting BrandCo Lenders pursuant to Section 6 of the Restructuring Support Agreement.

ARTICLE XIII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, except as set forth in the Plan, the Bankruptcy Court shall retain exclusive jurisdiction, to the fullest extent permissible under law, over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests, including but not limited to Talc Personal Injury Claims pursuant to the PI Claims Distribution Procedures;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable, and to hear, determine and, if necessary, liquidate, any Claims against any of the Debtors arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract

or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article VII, the Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory, expired, or terminated;

4. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

5. ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;

6. adjudicate, decide, or resolve: (a) any motions, adversary proceedings, applications, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor, or the Estates that may be pending on the Effective Date or that, pursuant to the Plan, may be commenced after the Effective Date, including, but not limited to, the Retained Preference Actions; (b) any and all matters related to Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan; and (c) any and all matters related to section 1141 of the Bankruptcy Code;

7. enter and implement such orders as may be necessary or appropriate to construe, execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Confirmation Order, the Plan, the Plan Supplement, or the Disclosure Statement;

8. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with Consummation, including interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

10. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity or Person with Consummation or enforcement of the Plan;

11. hear and resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, discharges, releases, injunctions, exculpations, and other provisions contained in Article X and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim for amounts not timely repaid pursuant to Article VIII.L.1;

13. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

14. determine any other matters that may arise in connection with or relate to the Plan, the Plan Supplement, the New Organizational Documents, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement; *provided* that the Bankruptcy Court shall not retain jurisdiction over disputes concerning documents contained in the Plan Supplement that have a jurisdictional, forum selection, or dispute resolution clause that refers disputes to a different court;

15. adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein;

16. consider any modifications of the Plan, to cure any defect or omission or to reconcile any inconsistency in the Plan, the Disclosure Statement, or any Bankruptcy Court order, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

17. determine requests for the payment of Claims against any of the Debtors entitled to priority pursuant to section 507 of the Bankruptcy Code;

18. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order or any transactions or payments contemplated hereby or thereby, including disputes arising in connection with the implementation of the agreements, documents, or instruments executed in connection with the Plan;

19. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, 511, and 1146 of the Bankruptcy Code;

20. enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Cases with respect to any Person or Entity, and resolve any cases, controversies, suits, or disputes that may arise in connection with any Person or Entity's rights arising from or obligations incurred in connection with the Plan;

21. hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with the administration of the GUC Trust or PI Settlement Fund, including but not limited to matters arising under the PI Claims Distribution Procedures;

22. hear and determine any other matter not inconsistent with the Bankruptcy Code;

23. enter an order or final decree concluding or closing any of the Chapter 11 Cases;

24. hear and determine matters concerning exemptions from state and federal registration requirements in accordance with section 1145 of the Bankruptcy Code and section 4(a)(2) of, and Regulation D under, the Securities Act;

25. hear and determine all disputes involving the existence, nature, or scope of the release provisions set forth in the Plan.

26. hear and determine matters concerning the implementation of the Management Incentive Plan;

27. solely with respect to actions taken or not taken within the 3-month period immediately following the Effective Date with respect to the Executive Severance Term Sheet and the Amended Revlon Executive Severance Pay Plan, or the 6-month period immediately following the Effective Date with respect to the CEO Employment Agreement Term Sheet and the Amended CEO Employment Agreement, hear and determine all matters concerning the Executive Severance Term Sheet, the Amended Revlon Executive Severance Pay Plan, the CEO Employment Agreement Term Sheet, and the Amended CEO Employment Agreement and any modifications thereto in accordance with the Restructuring Support Agreement; and

28. hear and resolve any cases, controversies, suits, disputes, contested matters, or Causes of Action with respect to the Settled Claims and any objections to proofs of claim in connection therewith.

Nothing herein limits the jurisdiction of the Bankruptcy Court to interpret and enforce the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Plan Supplement, or the Disclosure Statement, without regard to whether the controversy with respect to which such interpretation or enforcement relates may be pending in any state or other federal court of competent jurisdiction.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article XIII, the provisions of this Article XIII shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Unless otherwise specifically provided herein or in a prior order of the Bankruptcy Court, the Bankruptcy Court shall have exclusive jurisdiction to hear and determine disputes concerning Claims against the Debtors that arose prior to the Effective Date.

ARTICLE XIV.

MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article XI.A and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the final versions of the documents contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, any and all Holders of Claims or Interests (irrespective of whether their Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under

the Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors and each of their respective heirs executors, administrators, successors, and assigns.

B. Substantial Consummation

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

C. Further Assurances

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or Reorganized Debtors, as applicable, and all Holders receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

D. Statutory Committee and Cessation of Fee and Expense Payment

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases, including the Creditors' Committee, shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases, and the Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the Creditors' Committee on and after the Effective Date.

E. Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor or any other Entity with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor or other Entity before the Effective Date.

F. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, receiver, trustee, successor, assign, Affiliate, officer, director, agent, representative, attorney, beneficiary, or guardian, if any, of such Entity.

G. Notices

Any pleading, notice, or other document required by the Plan or the Confirmation Order to be served or delivered shall be served by first-class or overnight mail:

If to a Debtor or Reorganized Debtor, to:

Revlon, Inc.
55 Water St., 43rd Floor
New York, New York 10041-0004
Attention: Andrew Kidd, EVP, General Counsel
Matthew Kvarda, Interim Chief Financial Officer
Email: Andrew.Kidd@revlon.com
Mkvarda@alvarezandmarsal.com

with copies (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Facsimile: (212) 757-3990
Attention: Paul M. Basta
Alice B. Eaton
Kyle J. Kimpler
Robert A. Britton
Brian Bolin
Sean A. Mitchell
Irene Blumberg
E-mail: pbasta@paulweiss.com
aeaton@paulweiss.com
kkimpler@paulweiss.com
rbritton@paulweiss.com
bbolin@paulweiss.com
smitchell@paulweiss.com
iblumberg@paulweiss.com

If to the Ad Hoc Group of BrandCo Lenders:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Facsimile: (212) 701-5331
Attention: Eli J. Vonnegut
Angela M. Libby
Stephanie Massman
E-mail: eli.vonnegut@davispolk.com
angela.libby@davispolk.com
stephanie.massman@davispolk.com

If to the Ad Hoc Group of 2016 Term Loan Lenders:

Akin Gump Strauss Hauer & Feld LLP
2001 K Street, N.W.
Washington, D.C. 20006
Facsimile: (202) 887-4288
Attention: James Savin
Kevin Zuzolo
E-mail: jsavin@akingump.com
kzuzolo@akingump.com

If to the Creditors' Committee:

Brown Rudnick LLP
Seven Times Square
New York, New York 10036
Facsimile: (212) 209-4801
Attention: Robert J. Stark
Bennett S. Silverberg
E-mail: rstark@brownrudnick.com
bsilverberg@brownrudnick.com

After the Effective Date, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, an Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Entire Agreement

Except as otherwise indicated, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors'

counsel at the address above or by downloading such exhibits and documents from the website of the Debtors' claims and noticing agent at https://cases.ra.kroll.com/Revlon or the Bankruptcy Court's website at http://www.nysb.uscourts.gov.

K. Severability of Plan Provisions

If, before Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, with the consent of the Required Consenting BrandCo Lenders, and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' or Reorganized Debtors' consent, consistent with the terms set forth herein; and (3) non-severable and mutually dependent.

L. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors shall be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code and other applicable law, and pursuant to sections 1125(e), 1125, and 1126 of the Bankruptcy Code, and the Debtors, the Consenting BrandCo Lenders, and each of their respective Affiliates, and each of their and their Affiliates' agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys, in each case solely in their respective capacities as such, shall be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of New Securities offered and sold under the Plan and any previous plan and, therefore, no such parties, individuals, or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the New Securities offered and sold under the Plan or any previous plan.

M. Closing of Chapter 11 Cases

Upon the occurrence of the Effective Date, the Reorganized Debtors shall be permitted to (a) close all of the Chapter 11 Cases except for one of the Chapter 11 Cases as determined by the Reorganized Debtors, and all contested matters relating to each of the Debtors, including objections to Claims, shall be administered and heard in such remaining Chapter 11 Case, and (b) change the name of the remaining Debtor and case caption of the remaining open Chapter 11 Case as desired, in the Reorganized Debtors' sole discretion.

N. Waiver or Estoppel

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed prior to the Confirmation Date.

O. Deemed Acts

Subject to and conditioned on the occurrence of the Effective Date, whenever an act or event is expressed under the Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party by virtue of the Plan and the Confirmation Order.

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Dated: April 14, 2023

REVLON, INC.
on behalf of itself and each of its Debtor affiliates

/s/ Robert M. Caruso
Robert M. Caruso
Chief Restructuring Officer

Exhibit B

Changed-Pages Only Blackline of Revised Third Amended Plan

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

Counsel to the Debtors and Debtors in Possession

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)

REVISED THIRD AMENDED JOINT PLAN OF REORGANIZATION OF REVLON, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN OFFER, ACCEPTANCE, COMMITMENT, OR LEGALLY BINDING OBLIGATION OF THE DEBTORS OR ANY OTHER PARTY IN INTEREST, AND THIS PLAN IS SUBJECT TO APPROVAL BY THE BANKRUPTCY COURT AND OTHER CUSTOMARY CONDITIONS. THIS PLAN IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES.

[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: 55 Water St., 43rd Floor, New York, 10041-0004.

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companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals; *provided* that no Holder that votes to accept the Plan shall be entitled to opt out of, and each such Holder shall be deemed to opt into, the releases; *provided*, *further* that, with respect to any Holder of a Claim or Interest (other than any Holder of publicly traded Interests in Holdings) that does not elect to opt out of the releases contained in the Plan in any capacity, and with respect to any Holder of publicly traded Interests in Holdings that opts into the releases contained in the Plan in any capacity, such Holder and each Affiliate of such Holder that is also a Holder of a Claim or Interest shall be deemed to opt into the Third-Party Releases in all capacities.

245. "Reorganized Debtors" means (a) the Debtors, or any successor or assignee thereto, by merger, consolidation, reorganization, or otherwise, on or after the Effective Date and (b) to the extent not already encompassed by clause (a), Reorganized Holdings and any newly formed subsidiaries thereof, on or after the Effective Date, including the Entity or Entities in which the assets of the Estates are vested as of the Effective Date.

246. "Reorganized Holdings" means either, as determined by the Debtors, with the reasonable consent of the Required Consenting BrandCo Lenders, and set forth in the Description of Transaction Steps, (a) Holdings, as reorganized pursuant to and under the Plan, or any successor or assign thereto by merger, consolidation, reorganization, or otherwise, (b) RCPC, or any successor or assign thereto by merger, consolidation, reorganization or otherwise, or (c) a new Entity that may be formed or caused to be formed to, among other things, directly or indirectly acquire substantially all of the assets and/or equity of the Debtors and issue the New Common Stock and New Warrants to be distributed pursuant to the Plan or sold pursuant to the Equity Rights Offering.

247. "Reorganized Holdings Board" means the initial board of managers of Reorganized Holdings on and after the Effective Date, the members of which shall be set forth in the Plan Supplement.

248. "Required Consenting 2016 Lenders" has the meaning set forth in the Restructuring Support Agreement.

249. "Required Consenting 2020 B-2 Lenders" has the meaning set forth in the Restructuring Support Agreement.

250. "Required Consenting BrandCo Lenders" has the meaning set forth in the Restructuring Support Agreement.

251. "Reserved Shares" has the meaning set forth in Article IV.A.3.

252. "Restructuring Expenses" means, collectively, (a) all reasonable and documented fees (including applicable transaction fees, financing fees, completion fees, and attorneys' fees) and expenses of the BrandCo Agent and the BrandCo Lender Group Advisors, (b) ~~reasonable and documented fees (including attorneys' fees) and expenses of the members of the Creditors' Committee, including the Unsecured Notes Indenture Trustee, incurred in connection with these Chapter 11 Cases through the Effective Date, up to an aggregate amount,~~

~~with respect to this clause (b), not to exceed $1.25 million,~~**[reserved],** (c) the 2016 Term Loan Agent Fees and Expenses (as defined in and solely to the extent payable in accordance with the Final DIP Order), (d) subject to the terms of the Restructuring Support Agreement, the reasonable and documented fees (including applicable transaction fees, financing fees, completion fees, and attorneys' fees) and expenses of (i) the 2016 Term Loan Lender Group Advisors, incurred through February 16, 2023, in an aggregate amount not to exceed $11 million (excluding any fees and expenses paid by the Debtors to 2016 Term Loan Lender Advisors prior to February 16, 2023) and (ii) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Ad Hoc Group of 2016 Term Loan Lenders, incurred after February 16, 2023 through the Effective Date, in an aggregate amount not to exceed $350,000 per month (with such cap prorated for any partial months during such period), solely to the extent incurred in accordance with the Restructuring Support Agreement, and (e) Hair Straightening Advisor Expenses, subject to the following conditions: (i) no Hair Straightening Claimant (either directly or through counsel) has objected to confirmation of the Plan or any matter related thereto; and (ii) no Hair Straightening Claimant (either directly or through counsel) has filed any document, made any statement (other than in furtherance of Confirmation of the Plan), or sought any discovery in or in connection with these Chapter 11 Cases since the filing of the initial Plan Supplement.

253. "Restructuring Support Agreement" means that certain Amended and Restated Chapter 11 Restructuring Support Agreement, dated as of February 21, 2023 (including all exhibits, annexes, and schedules thereto and as may be further amended, supplemented, or modified pursuant to the terms thereof), by and among the Debtors and the Consenting Creditor Parties, which is attached to the Disclosure Statement as **Exhibit B**.

254. "Restructuring Transactions" means the transactions contemplated by the Plan, the Restructuring Support Agreement, and each other Definitive Document, including without limitation the restructuring of the Debtors, the Plan Settlement, the transactions set forth in the Description of Transaction Steps and any other Plan Supplement document, and each other transaction and other action as may be necessary or appropriate to implement the foregoing on the terms set forth in the Plan and the Restructuring Support Agreement, including the issuance of the New Securities, the incurrence of the Exit Facilities, the creation of the GUC Trust and the PI Settlement Fund (if applicable), and any other transactions as described in Article IV.B of the Plan.

255. "Retained Causes of Action" means any Estate Cause of Action that is not released, waived, or transferred by the Debtors pursuant to the Plan, including the Retained Preference Actions, and the claims and Causes of Action set forth in the Schedule of Retained Causes of Action.

256. "Retained Preference Action" means any Estate Cause of Action arising under section 547 of the Bankruptcy Code, and any recovery action related thereto under section 550 of the Bankruptcy Code, against a vendor of the Debtors (other than any critical vendor reasonably designated by the Debtors or the Reorganized Debtors).

257. "Retained Preference Action Net Proceeds" means the Cash proceeds of any Retained Preference Action recovered by the GUC Trust (on its own behalf and as agent for

canceled, released, extinguished, and discharged, and will be of no further force or effect.

(d) *Voting*: Class 7 is Impaired under the Plan. Each Holder of a Class 7 BrandCo Third Lien Guaranty Claim is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of a Class 7 BrandCo Third Lien Guaranty Claim is not entitled to vote to accept or reject the Plan.

8. Class 8 – Unsecured Notes Claims

(a) *Classification*: Class 8 consists of all Unsecured Notes Claims.

(b) *Allowance*: The Unsecured Notes Claims shall be Allowed in the aggregate amount of the Unsecured Notes Claims Allowed Amount.

(c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Unsecured Notes Claim shall receive:

(i) if Class 8 votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share of the Unsecured Notes Settlement Distribution **plus payment in Cash of $900,000**; or

(ii) if Class 8 votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Unsecured Notes Claims shall be canceled, released, extinguished, and discharged, and of no further force or effect; *provided* that each Consenting Unsecured Noteholder shall receive such Holder's Consenting Unsecured Noteholder Recovery; *provided, further* that if the Bankruptcy Court finds that such Consenting Unsecured Noteholder Recovery is improper, there shall be no such distribution to Consenting Unsecured Noteholders under the Plan.

(d) *Voting*: Class 8 is Impaired under the Plan. Therefore, each Holder of a Class 8 Unsecured Notes Claim is entitled to vote to accept or reject the Plan.

9. Class 9(a) – Talc Personal Injury Claims

accordance with the Plan and the GUC Trust Agreement or PI Settlement Fund Agreement, as applicable.

All expenses (including taxes) of the PI Settlement Fund shall be GUC Trust/PI Fund Operating Expenses and shall be payable solely from the GUC Trust/PI Fund Operating Reserve.

S. Restructuring Expenses

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases on the dates on which such amounts would be required to be paid under the Term DIP Credit Agreement, the DIP Orders, or the Restructuring Support Agreement) without the requirement to file a fee application with the Bankruptcy Court, without the need for time detail, and without any requirement for review or approval by the Bankruptcy Court or any other party. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least two (2) Business Days before the anticipated Effective Date; *provided* that such estimates shall not be considered to be admissions or limitations with respect to such Restructuring Expenses. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay, when due, pre- and post-Effective Date Restructuring Expenses, whether incurred before, on or after the Effective Date. ~~For the avoidance of doubt, the payment of the fees and expenses of the Unsecured Notes Indenture Trustee pursuant to this Article IV.S of the Plan shall be deemed to be part of the treatment of Class 8 and not by reason of the Unsecured Notes Indenture Trustee's membership on the Committee.~~

ARTICLE V.

THE GUC TRUST

A. Establishment of the GUC Trust

On the Effective Date, solely in the event that any Class of General Unsecured Claims votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the GUC Trust shall be established in accordance with the terms of the GUC Trust Agreement and the Plan. The GUC Trust Agreement shall be (a) drafted by the Creditors' Committee and (b) in substantially the form included in the Plan Supplement.

The GUC Trust shall be established to liquidate the GUC Trust Assets and make distributions in accordance with the Plan, Confirmation Order, and GUC Trust Agreement, and in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the GUC Trust. The GUC Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treasury Regulations Section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, and thus, as a "grantor trust" within the meaning of Sections 671 through 679 of the Tax Code. Accordingly, the GUC Trust Beneficiaries shall be treated for U.S. federal income tax purposes (1) as direct recipients of

Dated: ~~March 31~~**April 14**, 2023

REVLON, INC.
on behalf of itself and each of its Debtor affiliates

/s/ Robert M. Caruso
Robert M. Caruso
Chief Restructuring Officer

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

FIFTH AFFIDAVIT OF ROBERT M. CARUSO

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

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

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

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

Lawyers for the Applicant

TAB 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 21st
	)	
JUSTICE CONWAY	)	DAY OF APRIL, 2023

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

AND IN THE MATTER OF REVLON, INC., ALMAY, INC., ART & SCIENCE, LTD., BARI COSMETICS, LTD., BEAUTYGE BRANDS USA, INC., BEAUTYGE I, BEAUTYGE II, LLC, BEAUTYGE U.S.A., INC., BRANDCO ALMAY 2020 LLC, BRANDCO CHARLIE 2020 LLC, BRANDCO CND 2020 LLC, BRANDCO CURVE 2020 LLC, BRANDCO ELIZABETH ARDEN 2020 LLC, BRANDCO GIORGIO BEVERLY HILLS 2020 LLC, BRANDCO HALSTON 2020 LLC, BRANDCO JEAN NATE 2020 LLC, BRANDCO MITCHUM 2020 LLC, BRANDCO MULTICULTURAL GROUP 2020 LLC, BRANDCO PS 2020 LLC, BRANDCO WHITE SHOULDERS 2020 LLC, CHARLES REVSON INC., CREATIVE NAIL DESIGN, INC., CUTEX, INC., DF ENTERPRISES, INC., ELIZABETH ARDEN (CANADA) LIMITED, ELIZABETH ARDEN (FINANCING), INC., ELIZABETH ARDEN (UK) LTD., ELIZABETH ARDEN INVESTMENTS, LLC, ELIZABETH ARDEN NM, LLC, ELIZABETH ARDEN TRAVEL RETAIL, INC., ELIZABETH ARDEN USC, LLC, ELIZABETH ARDEN, INC., FD MANAGEMENT, INC., NORTH AMERICA 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

RECOGNITION ORDER
(Plan Confirmation Order and Termination of CCAA Proceedings)

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

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

ON READING the Notice of Motion, the Fifth Affidavit of Robert M. Caruso affirmed April 14, 2023 (the "**Fifth Caruso Affidavit**"), the Fourth Report of KSV Restructuring Inc. ("**KSV**"), in its capacity as information officer (the "**Information Officer**"), dated April ●, 2023, filed (the "**Fourth Report**"), and the fee affidavits of the Information Officer and its counsel, McCarthy Tétrault LLP ("**McCarthy**", and such affidavits, the "**Fee Affidavits**"), each 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 April ●, 2023:

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that capitalized terms used and not otherwise defined herein have the meaning given to them in the *Revised Third Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "**Plan**"), appended to the Fifth Caruso Affidavit, filed.

RECOGNITION OF FOREIGN ORDER

3. **THIS COURT ORDERS** that the *Findings of Fact, Conclusions Of Law, and Order Confirming the Third Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "**Plan Confirmation Order**", a copy of which is attached as Schedule "A" hereto) of the U.S. Bankruptcy Court made in the Chapter 11 Cases is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA; provided, however, that in the event of any conflict between the terms of the Plan Confirmation Order and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined in the Supplemental Order (Foreign Main Proceedings) dated June 20, 2022 (the "**Supplemental Order**"), made in these proceedings, in Canada.

IMPLEMENTATION OF THE PLAN

4. **THIS COURT ORDERS** that the Foreign Representative, the Chapter 11 Debtors and the Information Officer are authorized and directed to take all steps and actions, and to do all things, necessary or appropriate to implement the Plan in accordance with its terms, and enter into, implement and consummate all of the steps, transfers, transactions and agreements contemplated pursuant to the Plan.

5. **THIS COURT ORDERS** that:

(a) as of the Effective Date, the Plan, including (i) the treatment of Claims as provided for in the Plan, and (ii) all compromises, arrangements, transfers, transactions, vesting, releases, discharges and injunctions provided for in the Plan as approved in the Plan Confirmation Order, as applicable, shall inure to the benefit of and be binding and effective upon the Chapter 11 Debtors, the Canadian creditors of the Chapter 11 Debtors, and all other persons affected thereby, and on their respective heirs, administrators, executors, legal personal representatives, successors and assigns; and

(b) as of the Effective Date, subject to and in accordance with the Plan and the Plan Confirmation Order, all Liens, Claims, charges, encumbrances, or other interests, unless expressly provided otherwise by the Plan or the Plan Confirmation Order, shall be released and discharged as against Revlon Canada and Elizabeth Arden Canada and their respective property, as applicable.

6. **THIS COURT ORDERS** that, from and after the Effective Date, including, for certainty, following the termination of these CCAA proceedings, Revlon Canada and Elizabeth Arden Canada, as applicable, shall be authorized to take all such steps and actions, and to execute and deliver all such additional documents, as may be necessary or desirable to consolidate and streamline their organization in accordance with the Plan and applicable law.

RELEASES AND INJUNCTIONS

7. **THIS COURT ORDERS AND DECLARES** that the compromises, arrangements, releases, discharges and injunctions contained and referenced in the Plan and as approved by the Plan Confirmation Order, are valid and effective on the Effective Date, all such releases, discharges and injunctions are hereby sanctioned, approved, recognized and given full force and effect in all provinces and territories of Canada in accordance with and subject to the terms of this Order, the Plan Confirmation Order and the Plan.

APPROVAL OF FEES AND ACTIVITIES

8. **THIS COURT ORDERS** that the Information Officer's activities, as set out in the Fourth Report, be and are hereby approved; provided, however, that only the Information Officer, in its

personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

9. **THIS COURT ORDERS** that the fees and disbursements of the Information Officer and McCarthy, as set out in the Fourth Report and the Fee Affidavits, be and are hereby approved.

10. **THIS COURT ORDERS AND DECLARES** that the Fee Accrual, as defined in the Fourth Report, representing the fees and disbursements of the Information Officer and McCarthy from April 1, 2023 up to the date (the "**Discharge Date**") of the filing of the Information Officer's Termination Certificate (as defined below) and the incidental duties that may be required to complete the administration of these proceedings following the Discharge Date are hereby authorized and approved for the Information Officer and its counsel up to a maximum of $75,000 plus any applicable taxes and disbursements in the aggregate. In the event the aggregate fees of the Information Officer and McCarthy exceed such amount, the Chapter 11 Debtors may elect to pay such additional amounts, plus any applicable taxes and disbursements, without further application to this Court for approval of such fees.

TERMINATION OF CCAA PROCEEDINGS

11. **THIS COURT ORDERS** that upon service by the Information Officer of an executed certificate substantially in the form attached hereto as Schedule "B" (the "**Information Officer's Termination Certificate**") certifying that the Effective Date has occurred and that, to the knowledge of the Information Officer, all matters to be attended to in connection with these CCAA proceedings have been completed, these CCAA proceedings shall be terminated without any other act or formality (the "**CCAA Termination Time**"); provided that, nothing herein impacts the validity of any Orders made in these CCAA proceedings or any actions or steps taken by any Person in connection therewith.

12. **THIS COURT ORDERS** that the Administration Charge and the DIP Charges (each as defined in the Supplemental Order) shall be terminated, released and discharged at the CCAA Termination Time without any other act or formality.

13. **THIS COURT ORDERS** that effective at the CCAA Termination Time, KSV shall be and is discharged as the Information Officer in these proceedings, provided that the Information

Officer shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of the Information Officer.

14. **THIS COURT ORDERS AND DECLARES** that effective at the CCAA Termination Time, KSV and McCarthy shall be released and discharged from any and all liability that KSV and McCarthy now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of KSV while acting in its capacity as Information Officer and McCarthy while acting in its capacity as counsel to the Information Officer, save and except for any gross negligence or willful misconduct on the Information Officer's part. Without limiting the generality of the foregoing, upon the filing of the Information Officer's Termination Certificate, KSV and McCarthy shall be forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within CCAA proceedings, save and except for any gross negligence or willful misconduct on the Information Officer's part.

15. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Information Officer in any way arising from or related to its capacity or conduct as Information Officer except with prior leave of this Court and on prior written notice to the Information Officer.

GENERAL

16. **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 our the terms of this Order.

17. **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.

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

_____

SCHEDULE “A”

PLAN CONFIRMATION ORDER

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)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING THE THIRD AMENDED JOINT PLAN OF REORGANIZATION OF REVLON, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

WHEREAS the above-captioned debtors and debtors in possession (collectively, the "Debtors"), have, among other things:[2]

a. commenced the above-captioned chapter 11 cases (the "Chapter 11 Cases") by filing voluntary petitions for relief under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") on June 15, 2022 (the "Petition Date") and June 16, 2022;

b. continued to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

c. entered into, on December 19, 2022, the Chapter 11 Restructuring Support Agreement [Docket No. 1216, Ex. A];

d. filed, on December 23, 2022, (i) the *Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of 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' claims and noticing agent at https://cases.ra.kroll.com/Revlon. The location of the Debtors' service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, 10041-0004.

[2] Unless otherwise noted, capitalized terms not defined in this order (the "Confirmation Order") shall have the meanings ascribed to them in the *Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, attached hereto as **Exhibit A** (as may be amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof and this Confirmation Order, and including all exhibits and supplements thereto (including the Plan Supplement), the "Plan"). The rules of interpretation set forth in Article I.B of the Plan shall apply to this Confirmation Order.

Bankruptcy Code [Docket No. 1253], (ii) the *Disclosure Statement for Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1254], and (iii) the *Debtors' Motion For an Order Approving (I) the Adequacy of the Disclosure Statement, (II) Solicitation and Voting Procedures with Respect to Confirmation of the Plan, (III) the Form of Ballots and Notices in Connection Therewith, and (IV) the Scheduling of Certain Dates with Respect Thereto* [Docket No. 1255] (the "Disclosure Statement Motion");

e. filed, on January 10, 2023, the *Motion for Entry of an Order (I) Authorizing the (A) Debtors' Entry into the Backstop Commitment Agreement, (B) Debtors' Entry into the Debt Commitment Letter, (C) Debtors to Perform All Obligations Under the Backstop Commitment Agreement and Debt Commitment Letter, and (D) Incurrence, Payment, and Allowance of Related Premiums, Fees, Costs, and Expenses as Administrative Expense Claims, (II) Approving the Rights Offering Procedures and Related Forms and (III) Granting Related Relief* [Docket No. 1306];

f. entered into, on January 17, 2023, (i) the Backstop Commitment Agreement [Docket No. 1344, Ex. A], and (ii) the $200,000,000 Incremental New Money Facility Backstop Commitment Letter [Docket No. 1344, Ex. B], as may be amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof;

g. filed, on January 23, 2023, the *Notice of Filing Disclosure Statement Exhibits* [Docket No. 1372];

h. entered into, on February 21, 2023 (i) the Amended and Restated Chapter 11 Restructuring Support Agreement [Docket No. 1498, Ex. 1], and (ii) the Amended and Restated Backstop Commitment Agreement [Docket No. 1508, Ex. A];

i. filed, on February 21, 2023, (i) the *First Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1499], and (ii) the *Disclosure Statement for First Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1501];

j. filed, on February 21, 2023, the solicitation versions of (i) the First Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 1507], and (ii) the Disclosure Statement for First Amended Joint Plan of Reorganization of Revlon, Inc. and its

Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 1511] (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, and including all exhibits and supplements thereto, the "Disclosure Statement");

k. caused notice of the Confirmation Hearing and the deadline for objecting to confirmation of the Plan (the "Confirmation Hearing Notice") to be distributed on February 23, 2023, and continuing thereafter, as evidenced by the *Affidavit of Service* [Docket No. 1600] (the "Confirmation Hearing Notice Affidavit");

l. caused solicitation materials, the opt-in and opt-out notices, and notice of the deadline for objecting to confirmation of the Plan to be distributed, by February 27, 2023, and continuing thereafter, consistent with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the Disclosure Statement Order, which Disclosure Statement Order also approved, among other things, solicitation procedures (the "Solicitation and Voting Procedures") and related notices, forms, Ballots, and Master Ballots (collectively, the "Solicitation Packages") and opt-in and opt-out notices, as evidenced by, among other things, the *Affidavit of Service of Solicitation Materials* [Docket No. 1640] and the *Affidavit of Service of Solicitation Materials* [Docket No. 1653] (together, the "Solicitation Package Affidavits");

m. caused the Confirmation Hearing Notice to be published on February 27, 2023, in the national edition of the *New York Times*, and on February 28, 2023 in the national edition of *USA Today* and the national edition of the *Globe and Mail* in Canada, as evidenced by the *Certificate of Publication* [Docket No. 1601] (the "Publication Affidavit," and together with the Solicitation Package Affidavits, and the Confirmation Hearing Notice Affidavit, the "Solicitation Affidavits");

n. filed, on March 9, 2023, the *Notice of Filing of Form of New Warrant Agreement* [Docket No. 1589];

o. caused the notice of the Hair Straightening Bar Date (as defined in the Hair Straightening Bar Date Order) to be published on March 10, 2023, in the national edition of the *New York Times* and the national edition of *USA Today*, and on March 14, 2023, in the *Globe and Mail* in Canada, as evidenced by the *Certificate of Publication* [Docket No. 1712] (the "Hair Straightening Affidavit");

p. filed, on March 16, 2023, (i) the *Second Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to*

Chapter 11 of the Bankruptcy Code [Docket No. 1613], and (ii) the *Notice of Filing of Plan Supplement* [Docket No. 1614] (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "Plan Supplement");

q. filed, on March 23, 2023, the *Initial Declaration of James Daloia of Kroll Restructuring Administration LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the First Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1664] (the "Initial Voting Certification");

r. filed, on March 29, 2023, the *Notice of Filing of Second Plan Supplement* [Docket No. 1706];

s. filed, on March 29, 2023, the *Supplemental Declaration of James Daloia of Kroll Restructuring Administration LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the First Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1710] (the "Supplemental Voting Certification," and together with the Initial Voting Certification, the "Voting Certification");

t. caused, on March 31, 2023, the transmittal of the Equity Rights Offering Procedures, Subscription Forms (as defined in the Equity Rights Offering Procedures), and related materials (collectively, the "Rights Offering Materials"), in accordance with the Equity Rights Offering Procedures;

u. filed, on March 31, 2023, the *Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1727];

v. filed, on March 31, 2023, the *Debtors' Memorandum of Law In Support of Confirmation of the Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code and Omnibus Response to Objections Thereto* [Docket No. 1728] (the "Confirmation Brief");

w. filed, on March 31, 2023, the *Declaration of Robert M. Caruso in Support of the Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1729] (the "Caruso Declaration"); and

x. filed, on March 31, 2023, the *Declaration of Steven M. Zelin in Support of the Third Amended Joint Plan of Reorganization of*

Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 1730] (the "Zelin Declaration,");

y. filed, on March 31, 2023, the *Declaration of Paul Aronzon in Support of the Third Amended Joint Plan of Reorganization of Revlon, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1731] (the "Aronzon Declaration", and together with the Voting Certification, the Caruso Declaration, and the Zelin Declaration, the "Confirmation Declarations").

And WHEREAS this Court has, among other things:

a. entered on February 21, 2023, (i) the *Order Approving (I) the Adequacy of the Disclosure Statement, (II) Solicitation and Voting Procedures with Respect to Confirmation of the Plan, (III) the Form of Ballots and Notices in Connection Therewith, and (IV) the Scheduling of Certain Dates with Respect Thereto* [Docket No. 1516] (the "Disclosure Statement Order"), and (ii) the *Order (I) Authorizing the (A) Debtors' Entry into the Backstop Commitment Agreement, (B) Debtors' Entry into the Debt Commitment Letter, and (C) Debtors to Perform All Obligations under the Backstop Commitment Agreement and the Debt Commitment Letter, and (D) Incurrence, Payment, and Allowance of Related Premiums, Fees, Costs, and Expenses as Administrative Expense Claims, (II) Approving the Rights Offering Procedures and Related Materials, and (III) Granting Related Relief* [Docket No. 1513];

b. entered, on March 7, 2023, the *Order (I) Establishing Supplemental Deadline for Submitting Hair Straightening Proofs of Claim, (II) Approving the Notice Thereof, and (III) Granting Related Relief* (the "Hair Straightening Bar Date Order");

c. set March 20, 2023, at 4:00 p.m. (prevailing Eastern Time), as the deadline for voting on the Plan, except with respect to Hair Straightening Claims (subject to the qualifications set forth in the Hair Straightening Bar Date Order);

d. set March 23, 2023, at 4:00 p.m. (prevailing Eastern Time), as the deadline for voting on the Plan with respect to Hair Straightening Claims;

e. set March 23, 2023, at 4:00 p.m. (prevailing Eastern Time), as the deadline for filing objections to the Plan;

f. set April 3, 2023, at 10:00 a.m. (prevailing Eastern Time), as the date and time for the commencement of the Confirmation Hearing

pursuant to Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code;

g. reviewed the Plan (including the Plan Supplement and the discharge, compromises, settlements, releases, exculpations, and injunctions set forth in Article X of the Plan), the Disclosure Statement, the Solicitation Affidavits, the Confirmation Brief, the Confirmation Declarations, the Hair Straightening Affidavit, and all pleadings, exhibits, statements, responses, and comments regarding Confirmation, including all objections, statements, and reservations of rights filed by parties in interest on the docket of the Chapter 11 Cases;

h. held the Confirmation Hearing;

i. heard the statements, arguments, and objections made by counsel in respect of Confirmation;

j. considered all oral representations, testimony, documents, filings, and other evidence presented at the Confirmation Hearing;

k. entered rulings on the record at the Confirmation Hearing;

l. overruled any and all objections on the merits to the Plan and to Confirmation and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated herein; and

m. taken judicial notice of all pleadings and other documents filed, all orders entered, and all evidence and arguments presented in these Chapter 11 Cases.

NOW, THEREFORE, the Court having found that notice of the Plan and the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation has been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and that the legal and factual bases set forth in the documents filed in support of Confirmation and all evidence proffered or adduced by counsel at the Confirmation Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, the Court hereby makes and issues the following Findings of Fact and Conclusions of Law and hereby orders as follows:

1. FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY DETERMINED FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

A. Findings and Conclusions

1. The findings and conclusions set forth herein and on the record of the Confirmation Hearing constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by this Court at the Confirmation Hearing in relation to confirmation of the Plan are hereby incorporated into this Confirmation Order. To the extent 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.

B. Jurisdiction, Venue, Core Proceeding (28 U.S.C. §§ 157(b)(2) and 1334(a))

2. The Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. § 1334. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b), and the Court has jurisdiction to enter a final order determining that the Plan, including the Restructuring Transactions contemplated in connection therewith, complies with the applicable provisions of the Bankruptcy Code and should be confirmed and approved. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Eligibility for Relief

3. The Debtors are entities eligible for relief under section 109 of the Bankruptcy Code.

D. Chapter 11 Petitions

4. On June 15, 2022 or June 16, 2022, each Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors-in-possession pursuant to sections 1107(a) and

1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases. 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 pursuant to section 1102 of the Bankruptcy Code (the "Creditors' Committee") [Docket No. 121].

E. Judicial Notice

5. The Court takes judicial notice of (and deems admitted into evidence for Confirmation) the docket of the Chapter 11 Cases maintained by the Clerk of the Court and/or its duly appointed agent, including all pleadings and other documents filed, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered or adduced at, the hearings held before the Court during the pendency of the Chapter 11 Cases, including, without limitation, the hearing to consider the adequacy of the Disclosure Statement and the Confirmation Hearing. Any resolutions of any objections explained on the record at the Confirmation Hearing are incorporated herein by reference.

F. Disclosure Statement Order

6. On February 21, 2023, the Court entered the Disclosure Statement Order, which, among other things, fixed March 20, 2023, at 4:00 p.m. (prevailing Eastern Time) as the deadline for voting to accept or reject the Plan (the "Voting Deadline"), and March 23, 2023, at 4:00 p.m. (prevailing Eastern Time) as the deadline for objecting to the Plan (the "Plan Objection Deadline").

G. Hair Straightening Bar Date Order

7. On March 7, 2023, the Court entered the Hair Straightening Bar Date Order, which, among other things, fixed April 11, 2023 at 5:00 p.m. (prevailing Eastern Time) as the extended deadline for Hair Straightening Claimants to file a Hair Straightening Proof of Claim (as defined in the Hair Straightening Bar Date Order), and fixed March 23, 2023 at 4:00 p.m. (prevailing Eastern Time) as the extended deadline for voting to accept or reject the Plan solely for Hair

Straightening Claimants that filed Hair Straightening Proofs of Claim prior to such deadline in accordance with the relevant provisions of the Hair Straightening Bar Date Order (the "Hair Straightening Voting Deadline").

H. Notice and Transmittal of Solicitation Materials; Adequacy of Solicitation Notices

8. As evidenced by the Solicitation Affidavits, the Hair Straightening Affidavit, the Plan, the Disclosure Statement, the Disclosure Statement Order, the ballots for voting on the Plan (the "Ballots"), the Confirmation Hearing Notice, notices of non-voting status, and the other materials distributed by the Debtors in connection with Confirmation of the Plan (collectively, the "Solicitation Materials"), including notice of the Voting Deadline, the Hair Straightening Voting Deadline, and the Plan Objection Deadline, were transmitted and served in compliance with the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, with the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules"), and with the procedures set forth in the Disclosure Statement Order and the Hair Straightening Bar Date Order. Notice of the Confirmation Hearing complied with the terms of the Disclosure Statement Order, was appropriate and satisfactory based on the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. The transmittal and service of the Solicitation Materials complied with the approved Solicitation and Voting Procedures, were appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, were conducted in good faith, and were in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable rules, laws, and regulations. Because such transmittal and service were adequate and sufficient, no other or further notice is necessary or shall be required.

9. The period during which the Debtors solicited acceptances to the Plan was a reasonable and adequate period of time and the manner of such solicitation was an appropriate

process for creditors and equity holders to have made an informed decision to vote to accept or reject the Plan.

I. Good Faith Solicitation (11 U.S.C. § 1125(e))

10. Based on the record before the Court in the Chapter 11 Cases, the Debtors have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code and other applicable law, and pursuant to sections 1125 and 1126 of the Bankruptcy Code, and the Debtors, the Consenting BrandCo Lenders, the Consenting 2016 Lenders, the Creditors' Committee, and, as applicable, each of their respective Affiliates, and each of their and their Affiliates' agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys, in each case solely in their respective capacities as such, have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, solicitation and/or purchase of New Securities offered, issued, sold, solicited, and/or purchased under the Plan (including the Equity Rights Offering) and any previous plan and, therefore, no such parties, individuals, or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, solicitation, or purchase of the New Securities offered, issued, sold, solicited, and/or purchased under the Plan (including the Equity Rights Offering) or any previous plan.

J. Voting Certification

11. On March 23, 2023 and March 29, 2023, respectively, the Voting and Claims Agent filed the Initial Voting Certification and the Supplemental Voting Certification with the Court, certifying the method and results of the Ballots tabulated for Class 4 (OpCo Term Loan Claims), Class 5 (2020 Term B-1 Loan Claims), Class 6 (2020 Term B-2 Loan Claims), Class 8 (Unsecured Notes Claims), Class 9(a) (Talc Personal Injury Claims), Class 9(b) (Non-Qualified Pension Clams), Class 9(c) (Trade Claims), and Class 9(d) (Other General Unsecured Claims) (the "Voting

Classes"). As evidenced by the Voting Certification, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation and Voting Procedures, and the Local Rules.

12. As set forth in the Plan and the Disclosure Statement, only Holders of Claims in the Voting Classes were eligible to vote on the Plan. Under section 1126(f) of the Bankruptcy Code, Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and Class 3 (FILO ABL Claims) are Unimpaired and are presumed to have accepted the Plan. Under section 1126(g) of the Bankruptcy Code, Holders of Claims and Interests in Class 7 (BrandCo Third Lien Guaranty Claims), Class 10 (Subordinated Claims), and Class 12 (Interests in Holdings) are receiving no distribution under the Plan and are presumed to have rejected the Plan. Holders of Claims and Interests in Class 11 (Intercompany Claims and Interests) are either Unimpaired or Impaired, and Holders of such Claims and Interests are presumed to accept the Plan or deemed to reject the Plan.

K. Plan Supplement

13. The filing and notice of the Plan Supplement (including any modifications or supplements thereto) were proper and in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, all other applicable laws, rules, and regulations, and the Disclosure Statement Order, and no other or further notice is or shall be required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan and the Restructuring Support Agreement, and the consent rights of the Consenting Creditor Parties thereunder, the Debtors are authorized to alter, amend, update, modify, or supplement the Plan Supplement before the Effective Date. All parties were provided due, adequate, and sufficient notice of the Plan Supplement, and the filing of any further supplements thereto will provide due, adequate, and sufficient notice thereof.

L. Modifications to the Plan

14. Pursuant to, and in compliance with, section 1127 of the Bankruptcy Code, the Debtors have proposed certain modifications to the Plan as reflected therein (the "Plan Modifications"). In accordance with Bankruptcy Rule 3019, the Plan Modifications do not (a) constitute material modifications of the Plan under section 1127 of the Bankruptcy Code, (b) cause the Plan to fail to meet the requirements of sections 1122 or 1123 of the Bankruptcy Code, (c) materially or adversely affect or change the treatment of any Claims or Interests, (d) require re-solicitation of any Holders of Claims or Interests, or (e) require that any such Holders be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Under the circumstances, the form and manner of notice of the Plan Modifications were adequate, and no other or further notice of the Plan Modifications is necessary or required. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims or Interests that voted to accept the Plan or that are conclusively presumed to have accepted the Plan, as applicable, are deemed to have accepted the Plan as modified by the Plan Modifications. No Holder of a Claim or Interest that has voted to accept the Plan shall be permitted to change its acceptance to a rejection as a consequence of the Plan Modifications.

15. To the extent this Confirmation Order contains modifications to the Plan, such modifications were made to address objections and informal comments received from various parties-in-interest. Modifications to the Plan since the entry of the Disclosure Statement Order are consistent with the provisions of the Bankruptcy Code. The disclosure of any Plan modifications prior to or on the record at the Confirmation Hearing constitutes due and sufficient notice of any and all Plan modifications. The Plan as modified shall constitute the Plan submitted for Confirmation.

M. Objections

16. To the extent that any objections (whether formal or informal), reservations of rights, statements, or joinders to any of the foregoing relating, in each case, to Confirmation have not been resolved, withdrawn, waived, or settled prior to entry of this Confirmation Order, or otherwise resolved herein or as stated on the record of the Confirmation Hearing, they are hereby overruled on the merits based on the record before this Court.

N. Burden of Proof

17. The Debtors, as the proponents of the Plan, have met their burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation of the Plan. In addition, to the extent applicable, the Plan is confirmable under the clear and convincing evidentiary standard. Each witness who testified on behalf of the Debtors or submitted a declaration in support of Confirmation in connection with the Confirmation Hearing was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

O. Bankruptcy Rule 3016

18. The Plan is dated and identifies the Debtors as the Plan proponents, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement satisfied Bankruptcy Rule 3016(b). The discharge, release, injunction, and exculpation provisions of the Plan are set forth in bold therein and in the Disclosure Statement, thereby complying with Bankruptcy Rule 3016(c).

P. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1))

19. The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

(i) Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1))

20. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. As required by section 1123(a)(1), in addition to Administrative Claims (including Professional Compensation Claims and statutory U.S. Trustee fees), Priority Tax Claims, ABL DIP Facility Claims, Term DIP Facility Claims, and Intercompany DIP Facility Claims which need not be classified, Article III of the Plan designates fifteen Classes (or subclasses thereof) of Claims and Interests. As required by section 1122(a) of the Bankruptcy Code, the Claims and Interests placed in each Class are substantially similar to other Claims and Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, the classifications were not implemented for improper purposes, and such Classes do not unfairly discriminate between or among Holders of Claims and Interests. Thus, the Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

(ii) Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)).

21. Article III of the Plan specifies that Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 3 (FILO ABL Claims), and, as applicable, Class 11 (Intercompany Claims and Interests) are Unimpaired under the Plan, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.

(iii) Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)).

22. Article III of the Plan specifies the treatment of each Impaired Class under the Plan, including Class 4 (OpCo Term Loan Claims), Class 5 (2020 Term B-1 Loan Claims), Class 6 (2020 Term B-2 Loan Claims), Class 7 (BrandCo Third Lien Guaranty Claims), Class 8 (Unsecured Notes Claims), Class 9(a) (Talc Personal Injury Claims), Class 9(b) (Non-Qualified Pension Clams), Class 9(c) (Trade Claims), Class 9(d) (Other General Unsecured Claims), Class

10 (Subordinated Claims), Class 12 (Interests in Holdings), and, as applicable, Class 11 (Intercompany Claims and Interests), thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

(iv) No Discrimination (11 U.S.C. § 1123(a)(4))

23. Article III of the Plan provides for the same treatment for each Claim or Interest within a particular Class except to the extent that a Holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest. Accordingly, the Plan satisfies section 1123(a)(4) of the Bankruptcy Code.

(v) Adequate Means for Implementation of the Plan (11 U.S.C. § 1123(a)(5)).

24. The Plan and the various documents and agreements included in the Plan Supplement or entered into in connection with the Plan provide adequate and proper means for implementation of the Plan, including, without limitation: (a) the consummation of the Restructuring Transactions (including the Description of Transaction Steps set forth in the Plan Supplement); (b) the execution and delivery of Definitive Documents, as applicable, including those agreements or other documents of merger, amalgamation, consolidation, contribution, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan; (c) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan; (d) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, contribution, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or local law, if necessary; (e) the issuance of the New Securities; (f) the cancellation of certain existing agreements, obligations, instruments,

and Interests; (g) the entry into the Exit Facilities; (h) the entry into the New Warrant Agreement; (i) the continued vesting of the assets of the Debtors' Estates in the Reorganized Debtors; and (j) all other actions that the Debtors determine to be necessary, including making filings or recordings that may be required by applicable law in connection with the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

(vi) Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)).

25. To the extent required under section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents prohibit the issuance of non-voting equity securities and provide for an appropriate distribution of voting power among the classes of equity securities possessing voting power. Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

(vii) Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)).

26. The Reorganized Debtors' initial directors and officers are set forth in the Plan and the Plan Supplement to the extent known, and, to the extent not known, will be determined in accordance with the Article IV.H of the Plan and the New Organizational Documents. From and after the Effective Date, each such director and officer shall serve and shall be appointed pursuant to the terms of their respective charters and bylaws, limited liability company agreements, or other formation and constituent documents, including the New Organizational Documents and applicable laws of the respective Reorganized Debtor's jurisdiction of formation. The employment and manner of selection of such individuals is consistent with the interests of Holders of Claims and Interests and public policy. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

Q. Discretionary Contents of the Plan (11 U.S.C. § 1123(b))

27. The additional provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code. Thus, the Plan complies with section 1123(b) of the Bankruptcy Code.

(i) Impairment/Unimpairment of Any Class of Claims or Interests (11 U.S.C. § 1123(b)(1))

28. Pursuant to the Plan, Classes 1, 2, and 3 are Unimpaired, Classes 4–10 and 12 are Impaired, and Class 11 is either Impaired or Unimpaired, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

(ii) Assumption and Rejection of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2))

29. Article VII.A of the Plan provides that, except as otherwise provided in the Plan, all of the Debtors' Executory Contracts and Unexpired Leases shall be deemed assumed as of the Effective Date except for any Executory Contracts or Unexpired Leases that: (a) previously were assumed or rejected by the Debtors; (b) are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; or (c) are the subject of a motion to reject such Executory Contracts or Unexpired Leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such rejection is on or after the Effective Date. The Plan contains additional provisions that provide for the assumption of certain contracts relating to insurance and Employment Obligations.

(iii) Settlement, Releases, Exculpation, and Injunction (11 U.S.C. § 1123(b)(3)(A))

30. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided pursuant to the Plan, including the releases set forth in Article X thereof, the provisions

of the Plan, including the Plan Settlement, constitute a good faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, satisfied, or otherwise resolved pursuant to the Plan, including, for the avoidance of doubt, any and all Causes of Action that were or could have been asserted in *AIMCO CLO 10 Ltd et al. v. Revlon, Inc. et al.*, Adv. Pro. Case No. 1:22-ap-1167 (Bankr. S.D.N.Y.) (the "Adversary Proceeding"). Such compromises and settlements are the product of extensive arm's-length, good faith negotiations and are fair, equitable, and reasonable and in the best interests of the Debtors and their Estates.

(iv) Preservation of Causes of Action (11 U.S.C. § 1123(b)(3)(B))

31. Article IV.Q of the Plan provides for the preservation by the Debtors of certain Causes of Action in accordance with section 1123(b) of the Bankruptcy Code. In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, any and all Retained Causes of Action (except, if the GUC Trust is established in accordance with the Plan, the GUC Trust may enforce all rights to commence and pursue Retained Preference Actions), whether arising before or after the Petition Date, including but not limited to any actions specifically enumerated in the Plan Supplement. Unless any Cause of Action of the Debtors against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or pursuant to a Final Order, including through trade agreements executed pursuant to the Final Vendors Order,[3] the Reorganized Debtors expressly reserve all such Retained Causes of Action for later adjudication or settlement in the Reorganized Debtors' sole discretion. Additionally, in accordance with section 1123(b)(3) of the Bankruptcy

[3] *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* [Docket. No. 263] (the "Final Vendors Order").

Code, any Retained Cause of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor, except as otherwise provided in the Plan. The Plan (including the Plan Supplement) are sufficiently specific with respect to the Causes of Action to be retained by the Debtors, and provide meaningful disclosure with respect to the potential Causes of Action that the Debtors may retain, and all parties-in-interest received adequate notice with respect to such Retained Causes of Action. The provisions regarding the Retained Causes of Action in the Plan are appropriate and in the best interests of the Debtors, their respective Estates, and Holders of Claims and Interests.

(v) Other Appropriate Provisions (11 U.S.C. § 1123(b)(6))

32. The Plan's other provisions (including to the extent modified by this Confirmation Order) are appropriate and consistent with the applicable provisions of the Bankruptcy Code, including, without limitation, provisions for (a) distributions to Holders of Claims and Interests, (b) resolution of Disputed Claims, (c) allowance of certain Claims, (d) the assumption of certain Indemnification Provisions, (e) discharge of certain Claims and termination of certain Interests, (f) releases by the Debtors of certain parties, (g) voluntary releases by certain third parties, (h) exculpations of certain parties, (i) the injunction of certain Claims and Causes of Action in order to implement the discharge, release, and exculpation provisions, and (j) retention of Court jurisdiction, thereby satisfying the requirements of section 1123(b)(6) of the Bankruptcy Code.

R. Cure of Defaults (11 U.S.C. § 1123(d))

33. Article VII.C of the Plan provides for the satisfaction of Cure Claims associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. Unless otherwise provided by this Confirmation Order, the cure amount identified in the Cure Notice distributed to the applicable counterparty represents the amount, if any, that the Debtors shall pay in full and complete satisfaction of such Cure Claim.

Any Cure Claims shall be satisfied on the Effective Date or as soon as reasonably practicable thereafter or on such other terms as the party to such Executory Contract or Unexpired Lease may otherwise agree. Any disputes regarding assumption, including the amount of any Cure Claim, will be determined in accordance with the procedures set forth in Article VII.C of the Plan and applicable law. As such, the Plan provides that the Debtors will cure, or provide adequate assurance that the Debtors will promptly cure, defaults with respect to assumed Executory Contracts and Unexpired Leases in compliance with section 365(b)(1) of the Bankruptcy Code. The Debtors provided sufficient notice to the counterparties to the Executory Contracts and Unexpired Leases to be assumed under the Plan. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

S. The Debtors' Compliance with the Applicable Provisions of the Bankruptcy Code (11 U.S.C. § 1129(a)(2))

34. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code. Specifically:

a. the Debtors are eligible debtors under section 109 of the Bankruptcy Code and are proper proponents of the Plan under section 1121(a) of the Bankruptcy Code;

b. the Debtors have complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Bankruptcy Court;

c. the Debtors and their agents solicited votes to accept or reject the Plan in compliance with sections 1125 and 1126 of the Bankruptcy Code, and all other applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, and the Hair Straightening Bar Date Order; and

d. the Debtors have complied with other applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules except as otherwise provided or permitted by orders of the Court.

T. Good Faith Proposal of Plan (11 U.S.C. § 1129(a)(3))

35. The Debtors have proposed the Plan (including the Plan Supplement and all other documents necessary or appropriate to effectuate the Plan) in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, the formulation of the Plan, the process leading to Confirmation, the support of Holders of Claims in the Voting Classes for the Plan, and the transactions to be implemented pursuant thereto. The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, the hearing on the Disclosure Statement, and the record of the Confirmation Hearing, and other proceedings held in the Chapter 11 Cases. The Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtors' Estates and to effectuate a successful reorganization of the Debtors. The Plan and all documents necessary to effectuate the Plan were the product of extensive negotiations conducted at arm's length among the Debtors and their key stakeholders, including the Consenting Creditor Parties, the Hair Straightening Claimants, and their respective professionals. Further, the Plan's classification, indemnification, settlement, discharge, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's length, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and are each integral to the Plan, supported by valuable consideration, and necessary to the Debtors' successful reorganization. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

36. The Plan gives effect to many of the Debtors' restructuring initiatives, including implementing value-maximizing restructuring transactions. Accordingly, the Debtors, the Released Parties, and the Exculpated Parties have been, are, and will continue to be acting in good

faith if they proceed to: (a) consummate the Plan, the Restructuring Transactions, and the agreements, settlements, transactions, transfers, and other actions contemplated thereby, regardless of whether such agreements, settlements, transactions, transfers, and other actions are expressly identified by this Confirmation Order; and (b) take the actions authorized, directed, or contemplated by this Confirmation Order. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code and the aforementioned parties have acted in good faith.

U. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4))

37. Any payment made or to be made by the Debtors, or by any Person issuing securities or acquiring property under the Plan, for services or for costs and expenses in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been approved by or is subject to the approval of the Court as reasonable, including as set forth in this Confirmation Order, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

V. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5))

38. The Debtors have complied with section 1129(a)(5) of the Bankruptcy Code. The identity and affiliations of any known Person proposed to serve on the New Boards were disclosed in the Plan Supplement, as well as any known Persons that will serve as an officer of Reorganized Holdings or other Reorganized Debtors. The proposed officers and directors for Reorganized Holdings are qualified, and their appointment to, or continuance in, such roles is consistent with the interests of Holders of Claims and Interests and with public policy. To the extent that such directors and officers are insiders, the nature of their compensation has been disclosed to the extent known and reasonably practicable.

W. No Rate Changes (11 U.S.C. § 1129(a)(6))

39. Section 1129(a)(6) of the Bankruptcy Code is not applicable to the Chapter 11 Cases. The Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission.

X. Best Interests of Holders of Claims and Interests (11 U.S.C. § 1129(a)(7))

40. Each Holder of an Impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

41. The liquidation analysis attached as **Exhibit E** to the Disclosure Statement (the "Liquidation Analysis") and the other evidence related thereto in support of the Plan that was presented, proffered, or adduced at or prior to the Confirmation Hearing or in the Confirmation Declarations: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that Holders of Allowed Claims or Allowed Interests in every Class will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. Accordingly, the Plan satisfies the "best interests of creditors" test under section 1129(a)(7) of the Bankruptcy Code.

Y. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8))

42. Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and Class 3 (FILO ABL Claims) are Unimpaired by the Plan pursuant to section 1124 of the Bankruptcy Code and, accordingly, Holders of Claims in such Classes are conclusively presumed to have accepted the

Plan pursuant to section 1126(f) of the Bankruptcy Code. Class 4 (OpCo Term Loan Claims), Class 5 (2020 Term B-1 Loan Claims), Class 6 (2020 Term B-2 Loan Claims), Class 8 (Unsecured Notes Claims), Class 9(a) (Talc Personal Injury Claims), except Class 9(a) (Talc Personal Injury Claims) against Revlon, Inc., Class 9(b) (Non-Qualified Pension Clams), and Class 9(c) (Trade Claims) are Impaired by the Plan and, as established by the Voting Certification, have voted to accept the Plan by the requisite numbers and amount of Claims. Claims and Interests in Class 7 (BrandCo Third Lien Guaranty Claims), Class 10 (Subordinated Claims), and Class 12 (Interests in Holdings) will not receive or retain any property on account of their Claims or Interests in such Class and, accordingly, such Claims and Interests are Impaired and such Classes are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Claims in Class 9(a) (Talc Personal Injury Claims) against Revlon, Inc. and Class 9(d) (Other General Unsecured Claims) are Impaired by the Plan and, as established by the Voting Certification, have voted to reject the Plan. Claims and Interests in Class 11 (Intercompany Claims and Interests) are either Unimpaired or Impaired, and Holders of such Claims and Interests are presumed to have accepted the Plan or deemed to reject the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

Z. Treatment of Claims Entitled to Priority Under Section 507(a) of the Bankruptcy Code (11 U.S.C. § 1129(a)(9))

43. The treatment of Administrative Claims (including Professional Compensation Claims and statutory U.S. Trustee fees), Priority Tax Claims, ABL DIP Facility Claims, Term DIP Facility Claims, Intercompany DIP Facility Claims, and Other Priority Claims pursuant to Articles II and III of the Plan satisfies the requirements of section 1129(a)(9) of the Bankruptcy

Code. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(9) of the Bankruptcy Code.

AA. Acceptance By at Least One Impaired Class of Claims (11 U.S.C. § 1129(a)(10)).

44. Class 4 (OpCo Term Loan Claims), Class 5 (2020 Term B-1 Loan Claims), Class 6 (2020 Term B-2 Loan Claims), Class 8 (Unsecured Notes Claims), Class 9(a) (Talc Personal Injury Claims) (except for Talc Personal Injury Claims against Revlon, Inc., which voted to reject the Plan), Class 9(b) (Non-Qualified Pension Clams), and Class 9(c) (Trade Claims) are Impaired by the Plan and, as evidenced by the Voting Certification, have voted to accept the Plan by the requisite number and amount of Claims, as determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code). Accordingly, the Plan satisfies section 1129(a)(10) of the Bankruptcy Code.

45. Each of Class 9(a) (Talc Personal Injury Claims), Class 9(b) (Non-Qualified Pension Claims), and Class 9(c) (Trade Claims) voted to accept the Plan by the requisite numbers and amount of Claims on an aggregate basis and Class 9(d) (Other General Unsecured Claims) voted to reject the Plan on an aggregate basis. Accordingly, Classes 9(a), 9(b), and 9(c) have voted to accept the Plan under Articles III.C.9, III.C.10, and III.C.11 of the Plan and Class 9(d) has voted reject the Plan under Article III.C.12 of the Plan.

BB. Feasibility (11 U.S.C. § 1129(a)(11)).

46. The financial projections attached as **Exhibit G** to the Disclosure Statement and the evidence that was proffered or adduced at or prior to the Confirmation Hearing, including the Confirmation Declarations: (a) are reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, and/or proffered, (b) have not been controverted by other evidence, (c) utilize reasonable and appropriate methodologies and assumptions, (d) establish that the Plan is feasible and that there is a reasonable prospect of the Reorganized Debtors being able

to meet their financial obligations under the Plan and in the ordinary course of their business, and that Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan; and (e) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

CC. Payment of Statutory Fees (11 U.S.C. § 1129(a)(12))

47. As set forth in Article II.G of the Plan, the Debtors shall pay, in full in cash, any fees due and owing to the U.S. Trustee at the time of Confirmation. Thereafter, subject to Article XIV.M of the Plan, each applicable Reorganized Debtor shall pay all U.S. Trustee fees due and owing under section 1930 of the Judicial Code in the ordinary course until the earlier of (a) the entry of a final decree closing the applicable Reorganized Debtor's Chapter 11 Case, or (b) the Bankruptcy Court enters an order converting or dismissing the applicable Reorganized Debtor's Chapter 11 Case. Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

DD. Retiree Benefits (11 U.S.C. § 1129(a)(13))

48. Pursuant to Article IV.K of the Plan, from and after the Effective Date, the Debtors shall assume and continue to pay all Retiree Benefits Claims in accordance with applicable law. Accordingly, the Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code.

EE. Non-Applicability of Certain Sections (11 U.S.C. §§ 1129(a)(14), (15), and (16))

49. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to the Chapter 11 Cases. The Debtors owe no domestic support obligations, are not individuals, and are moneyed, business, or commercial corporations or trusts.

FF. Confirmation of Plan Over Non-Acceptance of Impaired Classes (11 U.S.C. § 1129(b))

50. The Plan may be confirmed pursuant to section 1129(b) of the Bankruptcy Code notwithstanding that the requirements of section 1129(a)(8) have not been met, because the Debtors have demonstrated by a preponderance of the evidence that the Plan (a) satisfies all of the other requirements of section 1129(a) of the Bankruptcy Code and (b) does not "discriminate unfairly" and is "fair and equitable" with respect to the Rejecting Classes (as defined below).

51. Based upon the evidence proffered, adduced, and presented by the Debtors prior to or at the Confirmation Hearing, the Plan does not "discriminate unfairly" against any Holders of Claims and Interests in Class 9(a) (Talc Personal Injury Claims) against Revlon, Inc., Class 9(d) (Other General Unsecured Claims), Class 10 (Subordinated Claims), Class 11 (Intercompany Claims and Interests), or Class 12 (Interests in Holdings) (collectively, the "Rejecting Classes"), as required by section 1129(b)(1) of the Bankruptcy Code, because all similarly situated Holders of Claims and Interests will receive substantially similar treatment, and to the extent the Plan treats any Classes differently, there are valid business, legal, and factual reasons to do so.

52. The Plan is also "fair and equitable" with respect to the Rejecting Classes. Specifically, no Holder of Claims or Interests junior to any Rejecting Class is receiving a distribution on account of such Claim or Interest under the Plan, and no Class of Claims or Interests is receiving more than a full recovery on account of its Claims or Interests.

53. The Plan, therefore, satisfies the requirements of section 1129(b) of the Bankruptcy Code and may be confirmed despite the fact that not all Impaired Classes have voted to accept the Plan.

GG. Only One Plan (11 U.S.C. § 1129(c))

54. The Plan is the only plan filed in the Chapter 11 Cases, and, accordingly, satisfies section 1129(c) of the Bankruptcy Code.

HH. Principal Purpose of the Plan (11 U.S.C. § 1129(d))

55. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933 and there has been no filing by any Governmental Unit asserting any such attempted avoidance. Thus, the Plan satisfies section 1129(d) of the Bankruptcy Code.

II. Not Small Business Cases (11 U.S.C. § 1129(e))

56. These Chapter 11 Cases are not small business cases, as that term is defined in the Bankruptcy Code, and accordingly, section 1129(e) of the Bankruptcy Code is inapplicable in the Chapter 11 Cases.

JJ. Satisfaction of Confirmation Requirements

57. Based upon the foregoing and all other pleadings and evidence proffered or adduced at or prior to the Confirmation Hearing, the Plan and the Debtors, as applicable, satisfy all the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

KK. Valuation

58. The valuation analysis attached as **Exhibit D** to the Disclosure Statement (the "Valuation Analysis"), the evidence adduced at the Confirmation Hearing, including in the Zelin Declaration, and the estimated post-emergence enterprise value of the Reorganized Debtors are reasonable and credible. All parties in interest have been given a fair and reasonable opportunity to challenge the Valuation Analysis. The Valuation Analysis (a) is reasonable, persuasive, and credible as of the date such analysis was prepared, presented, or proffered, and (b) uses reasonable and appropriate methodologies and assumptions.

LL. Plan Implementation

59. The terms of the Plan, including, without limitation, the Plan Supplement and all exhibits and schedules thereto, and all other agreements, instruments, or other documents filed in connection with the Plan and/or executed or to be executed in connection with the transactions contemplated by the Plan and all amendments and modifications of any of the foregoing made pursuant to the provisions of the Plan governing such amendments and modifications (collectively, and as each may be amended, supplemented, or modified, the "Plan Documents") are incorporated by reference, are approved in all respects, and constitute an integral part of this Confirmation Order. The Debtors have exercised reasonable business judgment in determining which agreements to enter into and have provided sufficient and adequate notice of such documents and agreements. The terms and conditions of such documents and agreements have been negotiated in good faith and at arm's length, are fair and reasonable, and are reaffirmed and approved.

MM. Binding and Enforceable

60. The Plan and the Plan Documents have been negotiated in good faith and at arm's length and, subject to the occurrence of the Effective Date, shall bind: (a) any and all Holders of Claims and/or Interests and each such Holder's respective agents, successors, and assigns (whether or not each such Holder's Claim and/or Interest is Impaired under the Plan, whether or not such Holder has accepted or rejected the Plan, and whether or not such Holder is entitled to a distribution under the Plan); (b) all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan and this Confirmation Order; (c) each Entity acquiring property under the Plan or this Confirmation Order; and (d) any and all non-Debtor parties to Executory Contracts or Unexpired Leases with the Debtors. The Plan and the Plan Documents constitute legal, valid, binding, and authorized obligations of the respective parties thereto and shall be enforceable in accordance with their terms. Pursuant to section 1142(a) of the

Bankruptcy Code, the Plan and the Plan Documents shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law. Subject to the consent and approval rights of applicable parties set forth in the Plan and the Restructuring Support Agreement, the Debtors are authorized to take any action reasonably necessary or appropriate to consummate the Plan and the transactions contemplated thereby.

NN. Vesting of Assets

61. Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan (including the Plan Supplement) or this Confirmation Order, on the Effective Date, pursuant to section 1141 of the Bankruptcy Code, all property (including all interests, rights, and privileges related thereto) in each Debtor's Estate, all Retained Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan, including Interests held by the Debtors in any non-Debtor Affiliates, shall vest in the applicable Reorganized Debtor, free and clear of all Liens, Claims, charges, encumbrances, or other interests, unless expressly provided otherwise by the Plan or this Confirmation Order, subject to and in accordance with the Plan, including the Description of Transaction Steps. On and after the Effective Date, except as otherwise provided in the Plan or this Confirmation Order, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Confirmation Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court, subject to the Final DIP Order (including the Approved Budget (as defined therein)).

OO. Executory Contracts and Unexpired Leases

62. The Debtors have exercised reasonable business judgment in determining whether to assume, assume and assign, or reject each of their Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, the Plan, including Article VII of the Plan, and as set forth in the Plan Supplement. Each assumption of an Executory Contract or Unexpired Lease pursuant to the Plan shall be legal, valid, and binding to the same extent as if such assumption were effectuated pursuant to an order of the Court under section 365 of the Bankruptcy Code entered before entry of this Confirmation Order. Except as set forth herein and/or in separate orders entered by the Court relating to assumption of Executory Contracts or Unexpired Leases, the Debtors have cured or provided adequate assurances that the Debtors will cure defaults (if any) under or relating to each Executory Contract or Unexpired Lease assumed under the Plan and, for each Executory Contract or Unexpired Lease being assumed under the Plan, including pursuant to the Restructuring Transactions, provided adequate assurance of future performance as required under section 365 of the Bankruptcy Code.

PP. Discharge, Compromise, Settlement, Release, Exculpation, and Injunction Provisions

63. The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the discharge, compromises, settlements, releases, exculpations, and injunctions set forth in the Plan, including Article X of the Plan. Sections 105(a) and 1123(b) of the Bankruptcy Code permit the issuance of the injunctions and approval of the releases, exculpations, and injunctions set forth the Plan and the Confirmation Order. Based upon the record of the Chapter 11 Cases and the evidence proffered or adduced at the Confirmation Hearing, the Court finds that the discharge, compromises, settlements, releases, exculpations, and injunctions set forth in the Plan and the Confirmation Order are consistent with the Bankruptcy Code and applicable law. Further, the discharge, compromises, settlements, releases, exculpations, and

injunctions contained in the Plan and the Confirmation Order are integral components of the Plan. The discharge, compromises, settlements, releases, exculpations, and injunctions set forth in the Plan and the Confirmation Order are hereby approved and authorized in their entirety.

64. The releases of the Debtors' directors and officers are an integral component of the settlements and compromises embodied in the Plan. The Debtors' directors and officers: (a) made substantial and valuable contributions to the Debtors' Restructuring and the Estates, including through extensive negotiations with various stakeholders, and ensured the uninterrupted operation of the Debtors' business during the Chapter 11 Cases; (b) invested significant time and effort to make the Debtors' Restructuring a success and preserve the value of the Debtors' Estates in a challenging operating environment; (c) attended and, in certain instances, prepared to participate in Court hearings; (d) attended numerous board meetings related to the restructuring and directed the restructuring negotiations that led to the Restructuring Support Agreement, the Backstop Commitment Agreement, the Debt Commitment Letter, and the Plan; (e) are entitled to indemnification from the Debtors under applicable law, organizational documents, and agreements; (f) invested significant time and effort in the preparation of the Plan, the Disclosure Statement, all support analyses, and the numerous other pleadings filed in the Chapter 11 Cases, thereby ensuring the smooth administration of the Chapter 11 Cases; and (g) are entitled to all other benefits under any employment contracts with the Debtors. The releases of the Debtors' directors and officers contained in the Plan have the consent of the Debtors and the Releasing Parties and are in the best interests of the Estates.

65. The releases of the other Released Parties, including, among others, the Consenting BrandCo Lenders, the Consenting 2016 Lenders, and the Creditors' Committee and each of its members, in their capacity as such, are an integral component of the settlements and compromises

embodied in the Plan and are given for good and valuable consideration provided by the Released Parties. The Third-Party Releases (as defined below) facilitated participation by the Released Parties in both the Plan and the chapter 11 process and were critical in reaching consensus to support the Plan. The releases in favor of the Released Parties were a necessary element of consideration that the Consenting BrandCo Lenders, the Consenting 2016 Lenders, and the Creditors' Committee required as a condition to entering into the Restructuring Support Agreement and agreeing to support the Plan, including by, as applicable, providing committed exit financing for the Plan. Among other things, the Released Parties, as applicable, have agreed to equitize a significant portion of their Claims to significantly deleverage the Debtors' prepetition capital structure, provide exit financing commitments through the Backstop Commitment Agreement and Debt Commitment Letter, and otherwise facilitate the implementation of the Restructuring Transactions contemplated by the Plan to position the Debtors for future success post-emergence. The releases of the Released Parties contained in the Plan have the consent of the Debtors and the other Releasing Parties and are in the best interests of the Debtors' Estates.

QQ. The Debtor Release

66. The releases of Causes of Action by the Debtors described in Article X.D of the Plan in accordance with section 1123(b) of the Bankruptcy Code (the "Debtor Release") are: (a) essential to the Confirmation of the Plan; (b) a valid exercise of the Debtors' business judgment under section 363 of the Bankruptcy Code and Bankruptcy Rule 9019; (c) in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (d) a good faith settlement and compromise of the Causes of Action released by the Debtor Release; (e) in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Debtors, the Reorganized Debtors, the Estates, or any other party acting

derivatively on behalf of any of the foregoing asserting any Cause of Action released pursuant to the Debtor Release.

67. Specifically, the Debtor Release is an integral part of the Plan and is in the best interests of the Debtors' Estates as a component of the comprehensive settlement implemented under the Plan. The probability of success in litigation with respect to the released Causes of Action, when weighed against the costs, supports the Debtor Release. The Plan, including the Debtor Release, was negotiated by sophisticated parties represented by able counsel and advisors, including the Consenting Creditor Parties. The Debtor Release is therefore the result of a hard fought and arm's-length negotiation conducted in good faith.

68. The Debtor Release appropriately offers protection to parties that contributed to the Debtors' restructuring process. Each of the Released Parties made significant concessions in and contributions to these Chapter 11 Cases. The Debtor Release for the Debtors' directors and officers is appropriate because the Debtors' directors and officers share an identity of interest with the Debtors, supported the Plan and these Chapter 11 Cases, actively participated in meetings, hearings, and negotiations during these Chapter 11 Cases, and have provided other valuable consideration to the Debtors to facilitate the Debtors' reorganization. The Debtor Release of the Consenting Creditor Parties party to the Restructuring Support Agreement (which has the broad support of parties across the Debtors' capital structure) is appropriate because the Consenting Creditor Parties have agreed, as applicable, to equitize a significant portion of their Claims, actively support the Plan and the Chapter 11 Cases, waive substantial rights and Claims against the Debtors under the Plan, and provide exit financing commitments through the Backstop Commitment Agreement and Debt Commitment Letter, each in order to significantly deleverage the Debtors' prepetition capital structure and provide additional liquidity.

69. The scope of the Debtor Release is appropriately tailored to the facts and circumstances of the Chapter 11 Cases. The Debtor Release is appropriate in light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical importance of the Debtor Release to the Plan.

RR. The Third-Party Releases

70. Article X.E of the Plan describes certain releases granted by the Releasing Parties (the "Third-Party Releases"). The Third-Party Releases are an essential provision of the Plan and are: (a) essential to the Confirmation of the Plan; (b) given in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (c) a good faith settlement and compromise of the Causes of Action released by the Third-Party Release; (d) materially beneficial to, and in the best interests of, the Debtors, their Estates and their stakeholders, and important to the overall objectives of the Plan; (e) fair, equitable, and reasonable; (f) given and made after due notice and opportunity for hearing; (g) consensual under applicable law; (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release; and (i) consistent with sections 105, 524, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code.

71. Specifically, like the Debtor Release, the Third-Party Releases facilitated participation of parties-in-interest in both the Plan process and the chapter 11 process generally. The Third-Party Releases were critical to incentivizing parties-in-interest to support the Plan by providing critical concessions and funding, and to preventing costly and time-consuming litigation regarding various parties' respective rights and interests. The Third-Party Releases were a core negotiation point and instrumental in developing a Plan that maximized value for all of the Debtors' stakeholders. The Third-Party Releases are designed to provide finality for the Debtors, the Reorganized Debtors, and the Released Parties. As such, the Third-Party Releases

appropriately offer certain protections to parties who constructively participated in the Debtors' restructuring.

72. The Third-Party Releases are consensual. The Plan, the Disclosure Statement, the Solicitation Materials, and the opt-in and opt-out notices provide appropriate and specific disclosure with respect to the Entities and Causes of Action that are subject to the Third-Party Releases and no additional disclosure is necessary. As evidenced by the Solicitation Affidavits, the Debtors provided actual notice to all known parties-in-interest, including all known Holders of Claims and Interests, as well as published notice in national and international publications for the benefit of unknown parties-in-interest, and no further or other notice is necessary. Additionally, the release provisions of the Plan were conspicuous, emphasized with boldface type in the Plan, the Disclosure Statement, the Ballots, and the applicable notices. All Releasing Parties (except for Holders of Interests in Holdings) were properly informed that unless they checked the "Opt Out" box on the applicable Ballot or opt-out form and returned the same in advance of the Voting Deadline, they would be deemed to have expressly consented to the release of all Claims and Causes of Action against the Released Parties. Holders of Interests in Holdings were properly informed that they would only be found to have consented to the Third-Party Releases if they affirmatively elected to opt in to such releases.

73. The scope of the Third-Party Releases are appropriately tailored to the facts and circumstances of these Chapter 11 Cases.

74. In light of, among other things, the consensual nature of the Third-Party Releases, the critical role of the Third-Party Releases in obtaining the requisite support of the Debtors' stakeholders needed to confirm the Plan, and the significant value provided by the Released Parties to the Debtors' Estates, the Third-Party Releases are appropriate.

SS. Exculpation

75. The exculpation provisions set forth in Article X.F of the Plan are essential to the Plan, appropriate under applicable law, and constitute a proper exercise of the Debtors' business judgment. The exculpation provisions were proposed in good faith, were formulated following extensive arm's-length negotiations with key constituents, and are appropriately limited in scope to achieve the overall purpose of the Plan. Each Exculpated Party made significant contributions to the Chapter 11 Cases, including with respect to the negotiation and implementation of the restructuring embodied in the Plan. Each Exculpated Party participated in good faith and in compliance with applicable law with regard to the solicitation of, and distribution of consideration pursuant to, the Plan and, therefore, is not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. The exculpation provisions do not relieve any party of liability for an act or omission to the extent such act or omission is determined by a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence. The record in the Chapter 11 Cases fully supports the exculpation provisions, which are appropriately tailored to protect the Exculpated Parties from inappropriate litigation arising from their participation in the Chapter 11 Cases and the Debtors' restructuring and are consistent with the Bankruptcy Code and applicable law.

TT. Injunction

76. The injunction provisions set forth in Article X.G of the Plan are essential to the Plan and are necessary to implement, preserve, and enforce the discharge, release, and exculpation provisions of the Plan. The injunction provisions are appropriately tailored to achieve those purposes.

UU. Approval of the Exit Facilities

77. The Exit Facilities are, individually and collectively, an essential element of the Plan, are necessary for Confirmation and the Consummation of the Plan, and are critical to the overall success and feasibility of the Plan and the operations of the Reorganized Debtors. Entry into the Exit Facilities Documents is in the best interests of the Debtors, their Estates, and all Holders of Claims or Interests. The Debtors have exercised reasonable business judgment in determining to enter into the Exit Facilities Documents and have provided sufficient and adequate notice of the material terms of the Exit Facilities, which were filed as part of the Plan Supplement, final forms of which will be filed upon completion. The terms and conditions of the Exit Facilities are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with fiduciary duties, are supported by reasonably equivalent value and fair consideration, and have been negotiated in good faith and at arm's length. Any credit extended and loans made or deemed made to the Reorganized Debtors by the Exit Facilities Lenders, and any liens granted by the Reorganized Debtors, in each case, pursuant to the applicable Exit Facilities Documents, and any fees paid or to be paid thereunder, are deemed to have been extended, issued, granted, and made or deemed made in good faith and for legitimate business purposes, shall not be subject to recharacterization for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances or other avoidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. Each party to the Exit Facilities Documents may rely upon the provisions of this Confirmation Order in closing the Exit Facilities. The Debtors are authorized, without further approval of the Bankruptcy Court or any other party, to execute and deliver all agreements, engagement letters, commitment letters, letters of intent, fee letters (including, for the avoidance of doubt, that certain letter dated March 24, 2023, among RCPC and Blue Torch Capital LP [Docket No. 1706, Ex. O] (the "Blue Torch Letter")), documents, instruments, and certificates

relating to the Exit Facilities and perform their obligations thereunder, including but not limited to payment of any fees or indemnities, in accordance with, and subject to, the terms of those agreements.

VV. New Securities

78. The New Common Stock, the Equity Subscription Rights, and the New Warrants issued under the Plan are an essential element of the Plan, are necessary for Confirmation and Consummation of the Plan, and are critical to the overall success and feasibility of the Plan. Entry into the instruments evidencing or relating to the New Common Stock, the Equity Subscription Rights, and the New Warrants is in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the instruments evidencing or relating to the New Common Stock, the Equity Subscription Rights, and the New Warrants, including the LLC Agreement, the other New Organizational Documents and the New Warrant Agreement, and have provided sufficient and adequate notice of the material terms of such instruments, which material terms were filed as part of the Plan Supplement, final forms of which will be filed upon completion. The terms and conditions of the instruments evidencing or relating to the New Common Stock, the Equity Subscription Rights, and the New Warrants, including the LLC Agreement, the other New Organizational Documents and the New Warrant Agreement, are fair and reasonable, and were negotiated in good faith and at arm's length. The Debtors and the Reorganized Debtors are authorized, without further approval of this Court, to execute and deliver all agreements, documents, instruments and certificates relating to the New Common Stock, the Equity Subscription Rights, and the New Warrants and to perform their obligations thereunder in accordance with, and subject to, the terms of those agreements.

WW. PBGC

79. The Reorganized Debtors have agreed to provide the PBGC, upon request, with the quarterly and annual (a) consolidated balance sheet and consolidated statements of income and of cash flows of the Reorganized Holdings and its consolidated subsidiaries and (b) management's discussion and analysis of the material operational and financial developments during such period, that are provided to holders of the New Common Stock and the New Warrants under the LLC Agreement and the New Warrant Agreement.

XX. Disclosure of Facts

80. The Debtors have disclosed all material facts regarding the Plan, the Plan Documents, and the adoption, execution, and implementation of the other matters provided for under the Plan involving corporate action to be taken by or required of the Debtors.

YY. Retention of Jurisdiction

81. Except as otherwise provided in the Plan, any of the Plan Documents, or this Confirmation Order, the Court shall retain jurisdiction over the Chapter 11 Cases and all matters arising out of, or related to, the Chapter 11 Cases and the Plan, including the matters set forth in Article XIII of the Plan.

ORDER

BASED ON THE FOREGOING, IT IS HEREBY ORDERED THAT:

82. Confirmation. The Plan, attached hereto as **Exhibit B**, and each of its provisions are confirmed pursuant to section 1129 of the Bankruptcy Code. The documents contained in or contemplated by the Plan, including the Plan Supplement and other Plan Documents, are hereby authorized and approved. The terms of the Plan, including the Plan Supplement, are incorporated herein by reference and are an integral part of this Confirmation Order. The Debtors are authorized to implement and consummate the Plan and the Plan Documents, including taking all actions

necessary, advisable, or appropriate to finalize the Plan Documents and to effectuate the Plan and the Restructuring Transactions, without any further authorization or action by any person, body or board of directors except as may be expressly required by the Plan or this Confirmation Order. The terms of the Plan (including all consent rights provided therein, the Plan Supplement, and all exhibits thereto) and all other relevant and necessary documents shall be effective and binding as of the Effective Date on all parties-in-interest, including the Reorganized Debtors and all Holders of Claims and Interests. Any amendments or modifications to the Plan described or set forth in this Confirmation Order are hereby approved, without further order of the Bankruptcy Court.

83. Objections. All objections to Confirmation of the Plan and other responses, comments, statements, or reservation of rights, if any, in opposition to the Plan have been overruled in their entirety and on the merits to the extent not otherwise withdrawn, waived, or otherwise resolved by the Debtors prior to entry of this Confirmation Order or on the record at, the Confirmation Hearing, unless otherwise indicated herein. All withdrawn objections, if any, are deemed withdrawn with prejudice.

84. Omission of Reference to Particular Plan Provisions. The failure to specifically describe, include, or refer to any particular article, section, or provision of the Plan or the Plan Documents in this Confirmation Order shall not diminish or impair the effectiveness or enforceability of such article, section, or provision, nor constitute a waiver thereof, and such provision shall have the same validity, binding effect, and enforceability as every other provision, it being the intent of this Court that the Plan is confirmed in its entirety and incorporated herein by reference.

85. Deemed Acceptance of the Plan as Modified. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims who voted to accept the

Plan or who are conclusively presumed to have accepted the Plan are deemed to accept the Plan, subject to modifications, if any. No Holder of a Claim shall be permitted to change its vote as a consequence of Plan modifications (including modifications to the Plan Supplement). All modifications to the Plan (including the Plan Supplement) made after the Solicitation Date are hereby approved, pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

86. Continued Corporate Existence. Except as otherwise provided in the Plan, the Description of Transaction Steps, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, each Debtor shall continue to exist after the Effective Date as a Reorganized Debtor and as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other analogous formation or governing documents) in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws (or other analogous formation or governing documents) are amended by the Plan or otherwise amended in accordance with applicable law; *provided* that, prior to the Effective Date, the Debtors and the Consenting BrandCo Lenders shall engage in good faith to execute mutually acceptable amendments with respect to the licensing of all intellectual property owned by the Debtors and any additional transactions or considerations related thereto. To the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, federal, or foreign law).

87. Vesting of Assets. Except as otherwise provided in the Plan (including the Plan Supplement), the Plan Documents, or this Confirmation Order, on the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property (including all interests, rights, and privileges related thereto) in each Debtor's Estate, all Retained Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan, including Interests held by the Debtors in any non-Debtor Affiliates, shall vest in the applicable Reorganized Debtor, free and clear of all Liens, Claims, charges, encumbrances, or other interests, unless expressly provided otherwise by the Plan or this Confirmation Order, subject to and in accordance with the Plan, including the Description of Transaction Steps. On and after the Effective Date, except as otherwise provided in the Plan or this Confirmation Order, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Confirmation Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court, but subject in all respects to the Final DIP Order and the Plan.

88. Plan Implementation. The transactions described in the Plan, the Plan Documents, and this Confirmation Order, including the Restructuring Transactions, are hereby approved. On or before the Effective Date, and after the Effective Date, as necessary, and without any further order of the Court, other authority, or corporate action, the Debtors or the Reorganized Debtors (or any agent on behalf of parties entitled to receive New Common Stock), as applicable, and their respective directors, managers, officers, employees, members, agents (including stock transfer agents and Disbursing Agents), attorneys, financial advisors, and investment bankers are

authorized and empowered pursuant to section 1142(b) of the Bankruptcy Code and other applicable laws to and shall (a) grant, issue, execute, deliver, file, or record any agreement, document, or security, and the documents contained in the Plan or the Plan Documents or described in the Description of Transaction Steps (as modified, amended, and supplemented pursuant to the provisions of the Plan governing such modifications, amendments, and supplements), or any other documents related thereto and (b) take any action necessary, advisable, or appropriate to implement, effectuate, and consummate the Plan, the Plan Documents, the Restructuring Transactions, or this Confirmation Order (as set forth in the Description of Transaction Steps or otherwise), including, but not limited to, the New Organizational Documents, the Exit Facilities Documents (or documentation relating to any Alternative Exit Financing), the Equity Rights Offering Documents, the New Warrant Agreement, any documentation related to the New Common Stock or the Restructuring Transactions, the Global Bonus Program, the Enhanced Cash Incentive Program, the Amended Revlon Executive Severance Pay Plan, the Amended CEO Employment Agreement, and any actions necessary, advisable, or appropriate to effectuate the issuance and/or distribution of New Common Stock and New Warrants to be issued pursuant to the Plan, including making filings or recordings that may be required by applicable law. All such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Court without further approval, act, or action under any applicable law, order, rule, or regulation, including, among other things, (x) all transfers of assets that are to occur pursuant to the Plan, the Plan Documents, or this Confirmation Order, (y) the incurrence of all obligations contemplated by the Plan, the Restructuring Transactions, the Plan Documents, or this Confirmation Order and the making of all distributions under the Plan, the Plan Documents, or this Confirmation Order, and (z) entering into any and all transactions, contracts, leases, instruments, releases, and other

documents and arrangements permitted by applicable law, order, rule, or regulation; *provided* that such actions shall be subject to the Restructuring Support Agreement. The approvals and authorizations specifically set forth in this Confirmation Order are nonexclusive and are not intended to limit the authority of the Debtors or the Reorganized Debtors (or any agent on behalf of parties entitled to receive New Common Stock), as applicable, and their respective directors, managers, officers, employees, members, agents (including stock transfer agents and Disbursing Agents), attorneys, financial advisors, and investment bankers to take any and all actions necessary, advisable, or appropriate to implement, effectuate, and consummate any and all documents or transactions contemplated by the Plan, the Plan Documents, or this Confirmation Order pursuant to section 1142(b) of the Bankruptcy Code. Pursuant to section 1142 of the Bankruptcy Code, to the extent that, under applicable non-bankruptcy law or the rules of any stock exchange, any of the foregoing actions that would otherwise require approval of the equityholders, directors, or managers (or any equivalent body) of the Debtors or the Reorganized Debtors, as applicable, such approval shall be deemed to have occurred and shall be in effect from and after the Effective Date without any further action by the equityholders, directors, or managers (or any equivalent body) of the Debtors or the Reorganized Debtors. Prior to, on, or as soon as reasonably practicable after the Effective Date, the Debtors or the Reorganized Debtors shall, if required, file any documents required to be filed in such jurisdictions so as to effectuate the provisions of the Plan, the Plan Documents, and the Restructuring Transactions. Any or all documents contemplated herein shall be accepted by each of the respective filing offices and recorded, if required, in accordance with applicable law. All counterparties to any documents described in this paragraph are hereby directed to execute such documents as may be required or provided by such documents, without any further order of the Court. Each of the Plan Documents, once executed,

constitutes a legal, valid, binding, and authorized obligation of the respective parties thereto, enforceable in accordance with its terms, and the terms contained in each such executed Plan Document shall supersede any description of such terms contained in the Plan or the Plan Supplement or otherwise set forth in a term sheet or unexecuted version of such document.

89. No Action. Pursuant to section 1142(b) of the Bankruptcy Code and other applicable law, this Confirmation Order shall constitute authorization for the Debtors or the Reorganized Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan, the Plan Documents, the Restructuring Transactions, this Confirmation Order, and any contract, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan, the Plan Documents, the Restructuring Transactions, or this Confirmation Order, and the respective directors, stockholders, managers, or members of the Debtors or the Reorganized Debtors shall not be required to take any actions in connection with the implementation of the Plan, the Plan Documents, or this Confirmation Order. The Reorganized Debtors may also, consistent with the Plan and Plan Documents, take any additional steps on, prior to, and after the Effective Date to consolidate and streamline their organization, including, among other things, the merger, liquidation, dissolution, or consolidation of one or more of the Debtors or Reorganized Debtors. The Plan Documents are hereby approved, adopted and effective upon the Effective Date.

90. Immediate Binding Effect. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062 or otherwise, four (4) days after entry of this Confirmation Order and subject to Article XI of the Plan and occurrence of the Effective Date, the Plan, the Plan Documents, and this Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, all Entities that are parties to or are subject to the settlements,

compromises, releases, discharges, and injunctions described in the Plan and this Confirmation Order, each Entity acquiring property under the Plan or this Confirmation Order, any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors, any Holder of a Claim or Interest, and each of their respective heirs executors, administrators, successors, and assigns, whether or not: (a) the Claim or Interest is Impaired under the Plan; (b) such Holder has accepted or rejected the Plan; (c) such Holder has failed to vote to accept or reject the Plan; (d) such Holder is entitled to a distribution under the Plan; (e) such Holder will receive or retain any property or interests in property under the Plan; or (f) such Holder has filed a Proof of Claim in the Chapter 11 Cases.

91. Equity Rights Offering. On the Effective Date, the Reorganized Debtors shall consummate the Equity Rights Offering in accordance with the Equity Rights Offering Documents, the Plan, and this Confirmation Order. Entry of this Confirmation Order shall constitute an approval of the Equity Rights Offering (including the transactions contemplated thereby, and all actions to be undertaken, undertakings to be made, and obligations to be incurred by Reorganized Holdings in connection therewith). On the Effective Date, as provided in the Description of Transaction Steps, the rights and obligations of the Debtors under the Backstop Commitment Agreement shall vest in the Reorganized Debtors, as applicable.

92. New Common Stock. On the Effective Date, the shares of New Common Stock shall be issued by Reorganized Holdings as provided for in the Description of Transaction Steps pursuant to, and in accordance with, the Plan and the Equity Rights Offering Documents. All Holders of New Common Stock (whether issued and distributed under the Plan, pursuant to the Equity Rights Offering Documents, or otherwise, and in each case, whether such New Common Stock is held directly or indirectly through the facilities of DTC) shall be deemed to be a party to,

and bound by, the LLC Agreement and the other applicable New Organizational Documents, in accordance with their terms, without the requirement to execute a signature page thereto.

93. All of the New Common Stock (including the New Common Stock issued in connection with the Equity Rights Offering (including, for the avoidance of doubt, any New Common Stock issued pursuant to the Backstop Commitment Agreement) and/or upon the exercise of the New Warrants) issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of New Common Stock under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the New Organizational Documents and other instruments evidencing or relating to such distribution or issuance, including the Equity Rights Offering Documents, as applicable, which terms and conditions shall bind each Entity receiving such distribution or issuance. For the avoidance of doubt, the acceptance of New Common Stock by any Holder of any Claim or Interest or any other Entity shall be deemed as such Holder's or Entity's agreement to the applicable New Organizational Documents, as may be amended or modified from time to time following the Effective Date in accordance with their terms.

94. New Warrants. To the extent all or any portion of the New Warrants are required to be issued pursuant to the Plan, Reorganized Holdings shall issue such New Warrants on the Effective Date in accordance with the New Warrant Agreement and distribute them in accordance with the Plan. All of the New Common Stock issued upon exercise of the New Warrants issued pursuant to the Plan shall, when so issued and upon payment of the exercise price in accordance with the terms of the New Warrants, be duly authorized, validly issued, fully paid, and non-assessable.

95. Section 1145 of the Bankruptcy Code. Pursuant to section 1145 of the Bankruptcy Code, the offer, issuance, and distribution of the New Securities (other than the Reserved Shares or any Unsubscribed Shares, as described in Article VIII.G.2 of the Plan) by Reorganized Holdings as contemplated by the Plan (including the issuance of New Common Stock upon exercise of the Equity Subscription Rights and/or the New Warrants) is exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration prior to the offering, issuance, distribution or sale of securities. The New Securities issued by Reorganized Holdings pursuant to section 1145 of the Bankruptcy Code (a) are not "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (b) are freely tradable and transferable by any initial recipient thereof that (i) is not an "affiliate" of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (ii) has not been such an "affiliate" within ninety (90) calendar days of such transfer, (iii) has not acquired the New Securities from an "affiliate" within one year of such transfer, and (iv) is not an entity that is an "underwriter" as defined in section 1145(b) of the Bankruptcy Code; *provided* that transfer of the New Securities may be restricted by the LLC Agreement, the other New Organizational Documents, and the New Warrant Agreement.

96. Section 4(a)(2) of the Securities Act. The offer (to the extent applicable), issuance, and distribution of the Reserved Shares and the Unsubscribed Shares shall be exempt (including with respect to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code) from registration under the Securities Act pursuant to Section 4(a)(2) thereof and/or Regulation D thereunder. The Reserved Shares and the Unsubscribed Shares will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration or an applicable exemption from registration

under the Securities Act and other applicable law. Each of the Equity Commitment Parties has made customary representations to the Debtors, including that each is an "accredited investor" (within the meaning of Rule 501(a) of the Securities Act) or a qualified institutional buyer (as defined under Rule 144A promulgated under the Securities Act).

97. DTC. Should the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the New Securities through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than the Plan or this Confirmation Order with respect to the treatment of transfers, exercise, removal of restrictions, or conversion of New Securities under applicable U.S. federal, state, or local securities laws. DTC is required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Securities are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Each Entity that becomes a Holder of New Common Stock indirectly through the facilities of DTC will be deemed bound by the terms and conditions of the LLC Agreement and other applicable New Organizational Documents and shall be deemed to be a beneficial owner of New Common Stock subject to the terms and conditions of the LLC Agreement. Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Stock or the New Warrants (or New Common Stock issued upon exercise of the New Warrants) are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

98. New Organizational Documents. To the extent required under the Plan or applicable non-bankruptcy law, on or promptly after the Effective Date, the Reorganized Debtors

shall file their applicable New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in accordance with Article IV.G of the Plan. The New Organizational Documents shall, as of the Effective Date, be valid, binding, and enforceable in accordance with their terms, and each Holder of New Common Stock (including, without limitation, any New Common Stock issued upon exercise of the New Warrants) shall be bound thereby, in each case without the need for execution by any party thereto other than the Reorganized Debtors.

99. Management Incentive Plan. The Management Incentive Plan is hereby approved and authorized in all respects. By no later than January 1, 2024, the Reorganized Holdings Board shall implement the Management Incentive Plan that provides for the issuance of options and/or other equity-based compensation to the management and directors of the Reorganized Debtors in accordance with the Plan. The Reorganized Debtors and the New Boards are authorized to implement the Management Incentive Plan in accordance with Article IV.N of the Plan, which shall occur by no later than January 1, 2024. 7.5% of the New Common Stock, on a fully diluted basis, shall be reserved for issuance under the Management Incentive Plan. The participants in the Management Incentive Plan, the allocations and form of the options and other equity-based compensation to such participants (including the amount of the allocations and the timing of the grant of the options and other equity-based compensation), and the terms and conditions of such options and other equity-based compensation (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights, and transferability) shall be determined by the Reorganized Holdings Board; *provided* that one-half of the MIP Equity Pool shall be awarded to participants under the Management Incentive Plan upon implementation no later than January 1, 2024.

100. KEIP/KERP. On the Effective Date, the Debtors shall pay, to KEIP and KERP participants, as applicable, (a) all KERP amounts earnable for the quarter in which the Effective Date occurs prorated for the period from the first day of such quarter through and including the Effective Date (or through and including the last day of the month in which the Effective Date occurs, as agreed to between the Debtors and the Required Consenting BrandCo Lenders), (b) all KEIP amounts (including any catch-up amounts) earned by the KEIP participants based on the Debtors' good faith estimates of performance for the quarter in which the Effective Date occurs prorated for the period from the first day of such quarter through and including the Effective Date (or through and including the last day of the month in which the Effective Date occurs, as agreed to between the Debtors and the Required Consenting BrandCo Lenders), and (c) all KEIP amounts (including any catch-up amounts) earned by the KEIP participants for quarters ending prior to the quarter in which the Effective Date occurs but which remain unpaid, based on the Debtors' good faith estimates of performance for such quarters, with such estimates to be subject to the approval of the Required Consenting BrandCo Lenders, with such approval not to be unreasonably withheld, conditioned, or delayed. Except as set forth in in this paragraph, the KEIP and KERP programs shall terminate effective as of the Effective Date (or on the last day of the month in which the Effective Date occurs, as agreed to between the Debtors and the Required Consenting BrandCo Lenders) and any clawback rights provided for under the KEIP or the KERP shall be released except as set forth in the Schedule of Retained Causes of Action.

101. Employment Obligations. Except as otherwise expressly provided in the Plan or the Plan Supplement, the Reorganized Debtors shall honor the Employment Obligations (a) existing and effective as of the Petition Date, (b) that were incurred or entered into in the ordinary course of business prior to the Effective Date, or (c) as otherwise agreed to between the Debtors

and the Required Consenting BrandCo Lenders on or prior to the Effective Date. Additionally, on the Effective Date, the Reorganized Debtors shall assume (a) the Amended CEO Employment Agreement, and (b) the Amended Revlon Executive Severance Pay Plan, in each case, as adopted in accordance with the Restructuring Support Agreement, and such assumed agreements shall supersede and replace any existing executive severance plan for directors and above and the existing employment agreement of the Debtors' chief executive officer.

102. Except as otherwise expressly provided in the Plan or the Plan Supplement, to the extent that any of the Employment Obligations are executory contracts, pursuant to sections 365 and 1123 of the Bankruptcy Code, each of them shall be deemed assumed as of the Effective Date and assigned to the applicable Reorganized Debtor. For the avoidance of doubt, the foregoing shall not (a) limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to the Employment Obligations, or (b) impair the rights of the Debtors or Reorganized Debtors, as applicable, to implement the Management Incentive Plan in accordance with its terms and conditions and to determine the Employment Obligations of the Reorganized Debtors in accordance with their applicable terms and conditions on or after the Effective Date, in each case consistent with the Plan.

103. On the Effective Date, the Debtors shall assume all collective bargaining agreements.

104. Enhanced Cash Incentive Program and the Global Bonus Program. The Enhanced Cash Incentive Program and the Global Bonus Program are hereby approved and authorized in all respects. As soon as practicable following the Effective Date (but no later than 21 days after the Effective Date, absent any ordinary course administrative delay that is not caused for purposes of circumventing this requirement by any equity holder or any member of the Reorganized Holdings

Board other than the Debtors' chief executive officer), in connection with the establishment of the Reorganized Holdings Board, the Reorganized Holdings Board shall approve, adopt, and affirm, as applicable, the implementation of (a) the Enhanced Cash Incentive Program, and (b) the Global Bonus Program, in each case, in accordance with the Plan and the Restructuring Support Agreement and effective as of the Effective Date (or, if the Debtors and the Required Consenting BrandCo Lenders agreed to prorate the KERP and KEIP through a date later than the Effective Date under Article IV.L of the Plan, the first day after such date). The Reorganized Holdings Board will be deemed to have granted the Cash Bonus Opportunity (as defined in the Amended CEO Employment Agreement) at such first meeting after the Effective Date absent affirmative action by the Reorganized Holdings Board to either adopt an acceptable Enhanced Cash Incentive Program or revoke such default action prior to the conclusion of such meeting.

105. Plan Classification Controlling. The terms of the Plan shall govern the classification of Claims and Interests for purposes of the distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the Holders of Claims or Interests in connection with voting on the Plan: (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims and Interests under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim or Interest as representing the actual classification of such Claim or Interest under the Plan for distribution purposes; and (d) shall not be binding on the Debtors except for voting purposes. All rights of the Debtors and the Reorganized Debtors to challenge, object to, or seek to reclassify Claims (other than Claims expressly Allowed under Article III of the Plan) and/or Interests are expressly reserved, and the corresponding rights of Holders of Claims are similarly reserved.

106. Operation as of the Effective Date. Upon occurrence of the Effective Date, the terms of the Plan, the Plan Documents, and this Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, any and all Holders of Claims against or Interests in the Debtors (irrespective of whether such Claims or Interests are presumed to have accepted or deemed to have rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan and this Confirmation Order, each Entity or Person giving, acquiring, or receiving property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with any of the Debtors.

107. Restructuring Transactions. The Restructuring Transactions pursuant to the Plan are approved and authorized in all respects. The Debtors and the Reorganized Debtors are authorized to implement and consummate the Restructuring Transactions (as may be modified, amended, and supplemented pursuant to the provisions of the Plan governing such modifications, amendments, and supplements) pursuant to the Plan, the Plan Documents, and this Confirmation Order and to enter into any transactions and to take any actions as many be necessary or appropriate to effectuate the Restructuring Transactions, including but not limited to the actions described in Article IV.B of the Plan. In accordance with section 1142 of the Bankruptcy Code and applicable non-bankruptcy law, such actions may be taken without further action by any stockholders, managers, or directors of any of the Debtors or Reorganized Debtors. For purposes of consummating the Plan and the Restructuring Transactions, neither the occurrence of the Effective Date, any of the transactions contemplated in Article IV.B of the Plan, nor any of the transactions contemplated by the Description of Transactions Steps shall constitute a change of control under any agreement, contract, or document of the Debtors.

108. Distributions. All distributions pursuant to the Plan shall be made in accordance with Article VIII of the Plan, and such methods of distribution are approved. For the avoidance of doubt, except as otherwise provided in the Plan or this Confirmation Order, nothing in the Plan or this Confirmation Order shall affect the Debtors' or the Reorganized Debtors' rights regarding any Claims or Interests, including all rights in respect of legal and equitable defenses to, or setoffs or recoupment against, any such Claims or Interests. The Reorganized Debtors shall have no duty or obligation to make distributions to any holder of an Allowed Claim unless and until such Holder executes and delivers, in a form reasonably acceptable to the Reorganized Debtors, any and all documents applicable to such distributions in accordance with Article VIII of the Plan and/or responds to the Debtors' or Reorganized Debtors' reasonable requests for information necessary to facilitate a particular distribution as set forth in Article VIII of the Plan.

109. Retained Assets. To the extent that the retention by the Debtors or the Reorganized Debtors of assets held immediately prior to emergence in accordance with the Plan is deemed, in any instance, to constitute a "transfer" of property, such transfer of property to the Debtors or the Reorganized Debtors (a) is or shall be a legal, valid, and effective transfer of property; (b) vests or shall vest the Debtors or the Reorganized Debtors with good title to such property, free and clear of all liens, charges, Claims, encumbrances, or interests, except as expressly provided in the Plan or this Confirmation Order; (c) does not and shall not constitute an avoidable transfer under the Bankruptcy Code or under applicable nonbankruptcy law; and (d) does not and shall not subject the Debtors or the Reorganized Debtors to any liability by reason of such transfer under the Bankruptcy Code or under applicable nonbankruptcy law, including by laws affecting successor or transferee liability.

110. Treatment of Executory Contracts and Unexpired Leases. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article VII of the Plan (including to the extent modified by this Confirmation Order) are hereby approved and authorized in their entirety. For the avoidance of doubt, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Claims, all Executory Contracts and Unexpired Leases to which any of the Debtors are a party and which have not expired by their own terms on or prior to the Effective Date, shall be deemed assumed except for any Executory Contracts and Unexpired Leases that (a) previously were assumed or rejected by the Debtors; (b) are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; or (c) are the subject of a motion to reject such Executory Contracts or Unexpired Leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such rejection is on or after the Effective Date. Any Executory Contracts and Unexpired Leases listed on the Schedule of Rejected Contracts will be deemed rejected as of the Effective Date.

111. Unless a party to an Executory Contract or Unexpired Lease has timely objected to the amount of the Cure Claim identified in the Cure Notice, the Debtors shall pay such Cure Claims in accordance with the terms of the Plan and the assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Cure Claim, other amount, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any Proofs of Claim Filed with respect to any Executory Contracts and Unexpired Leases that have been assumed or assumed and assigned in the Chapter 11 Cases, including pursuant to this Confirmation Order, shall be deemed Disallowed

and expunged without the need for any objection thereto or any further notice to or action, order, or approval of the Court or any other Entity upon the assumption of such Executory Contracts and Unexpired Leases.

112. Any party to an Executory Contract or Unexpired Lease whose contract is not listed on the Schedule of Rejected Executory Contracts and Unexpired Leases and has not received a Cure Notice listing a specific Cure Claim shall be deemed to have a Cure Claim of $0.00.

113. Any Executory Contracts and Unexpired Leases of the Debtors that are identified on the Schedule of Rejected Contracts as being rejected or that are otherwise rejected pursuant to the terms of the Plan or this Confirmation Order (collectively, the "Rejected Contracts") are rejected by the applicable Debtors, and such rejections are hereby approved by this Court pursuant to sections 365(a) and 1123 of the Bankruptcy Code, with such rejections effective as of, and subject to the occurrence of, the Effective Date. Rejection of any Rejected Contract pursuant to the Plan or otherwise will not constitute a termination of any preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under or in relation to such Rejected Contract. **Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court or the Voting and Claims Agent and served on the Debtors or Reorganized Debtors, as applicable, by the later of (a) the applicable Claims Bar Date, and (b) thirty (30) calendar days after notice of such rejection is served on the applicable claimant.** Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be automatically Disallowed and forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or

action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, including any Claims against any Debtor listed on the Schedules as unliquidated, contingent, or disputed, in accordance with Article VII.B of the Plan. Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as Other General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

114. In accordance with Article VII.A of the Plan, and subject to certain limitations set forth therein, the Debtors or the Reorganized Debtors, as applicable, shall have the right to alter, amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases, including by way of adding or removing a particular Executory Contract or Unexpired Lease from the Schedule of Rejected Executory Contracts and Unexpired Leases, at any time through and including sixty (60) Business Days after the Effective Date.

115. Executory Contracts and Unexpired Leases entered into by the Debtors after the Petition Date shall remain enforceable after the Effective Date by all parties pursuant to their terms.

116. To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including, without limitation, any "change of control" (whether direct or indirect) or "anti-assignment" provision, or similar provision implicated by a conversion of the form of entity of the Debtors or their Affiliates), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise

any other rights, including default-related rights, due to the conversion of the form of entity of, as applicable, the Debtors or their Affiliates thereto.

117. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to this Confirmation Order, and for which any cure amount has been fully paid or for which the cure amount is $0 pursuant to Article VII of the Plan, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

118. Unless otherwise provided in the Plan, this Confirmation Order, or by separate order of the Court, each Executory Contract or Unexpired Lease that is assumed shall include (a) all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affect such Executory Contract or Unexpired Lease, and (b) all Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, reciprocal easement agreements and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated pursuant to an order of the Bankruptcy Court or under the Plan.

119. Except as otherwise provided by the Plan, this Confirmation Order, or by separate order of the Court, modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases and actions taken in accordance therewith (a) shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims against any Debtor that may arise in connection therewith, (b) are not and

do not create postpetition contracts or leases, (c) do not elevate to administrative expense priority any Claims of the counterparties to such Executory Contracts and Unexpired Leases against any of the Debtors, and (d) do not entitle any Entity to a Claim against any of the Debtors under any section of the Bankruptcy Code on account of the difference between the terms of any prepetition Executory Contracts or Unexpired Leases and subsequent modifications, amendments, supplements, or restatements.

120. Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases or any Cure Notice, nor anything contained in the Plan or the Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If, prior to the Effective Date, there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, or Reorganized Debtors, as applicable, shall have forty-five (45) calendar days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

121. In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

122. Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, shall be performed by the applicable Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and

Unexpired Leases) that had not been rejected as of the date of Confirmation will survive and remain obligations of the applicable Reorganized Debtor.

123. Notwithstanding anything to the contrary in (a) this Confirmation Order, or (b) the Plan or any Cure Notice, as the Plan or any Cure Notice may be amended, modified, or supplemented from time to time, any amounts owed by the Debtors for postpetition goods or services received pursuant to an Executory Contract that is assumed pursuant to the Plan shall be paid in the ordinary course of business when due in accordance with the applicable contract.

124. The Court has made no ruling at the Confirmation Hearing or in this Confirmation Order regarding any unresolved objections to Cure Claims, including those that are marked as "unresolved" in the "Cure Objections" section of Exhibit A to the Confirmation Brief. The Debtors and the applicable counterparties are permitted to negotiate mutually agreeable resolutions to such objections. As set forth in Article VII.C of the Plan, any such objections shall be heard by the Bankruptcy Court on or before the Effective Date, unless a later date is agreed to between the Debtors or the Reorganized Debtors, on the one hand, and the counterparty to the Executory Contract or Unexpired Lease, on the other hand, or by order of the Bankruptcy Court.

125. SAP America. Notwithstanding anything to the contrary herein, nothing in this Order, the Plan, or any Cure Notice, shall be deemed to establish the cure amount for the Debtors to assume any Executory Contracts with SAP America, Inc., Concur Technologies, Inc., or Ariba, Inc. (the "SAP Parties"). The description, parties, and applicable cure amount of each Executory Contract between any Debtor and any SAP Party shall be subject to further agreement between the Debtors (with the consent of the Required Consenting BrandCo Lenders) and the SAP Parties, or should the parties be unable to reach an agreement, upon further Order of the Court following a request by either party for a scheduling order providing the SAP Parties the opportunity to object

to proposed identity and cure amount of an Executory Contract and the Debtors' the opportunity to reply.

126. Provisions Related to Hair Straightening Settlement. The provisions related to treatment of Hair Straightening Claims and insurance obligations set forth in the Plan, including Articles VII.F, VIII.L.3, and IX.A.6 of the Plan, are hereby incorporated in their entirety, approved in their entirety, and shall be immediately effective as of the Effective Date and binding on all Persons and Entities to the extent set forth therein.

127. All insurers under the Debtors' insurance policies are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtors, the Reorganized Debtors, any of their respective Affiliates, or any other Entity, or any assets of the Debtors, the Reorganized Debtors, any of their respective Affiliates, or any other Entities, or any collateral or security provided by or on behalf of the Debtors, the Reorganized Debtors, any of their respective Affiliates, and/or any other Entities: (a) commencing or continuing in any manner any cause of action, lawsuit, or other proceeding of any kind seeking to recover any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; (d) asserting any right of setoff, subrogation,

contribution, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs.

128. All Hair Straightening Plaintiffs are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtors, the Reorganized Debtors, any of their respective Affiliates, or any other Entity, including the Debtors' insurers, or any assets of the Reorganized Debtors, any of their respective Affiliates, or any other Entities, or any collateral or security provided by or on behalf of the Debtors, the Reorganized Debtors, any of their respective Affiliates, and/or any other Entities: (a) commencing or continuing in any manner any cause of action, lawsuit, or other proceeding of any kind seeking to recover any amounts within any Hair Straightening Deductible or SIR Obligation other than a distribution pursuant to and in accordance with the Plan, if any, based on an Allowed Hair Straightening Claim; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any amounts within any Hair Straightening Deductible or SIR Obligation; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any amounts within any Hair Straightening Deductible or SIR Obligation; (d) asserting any right of setoff, subrogation, contribution, or recoupment of any kind against any obligation due from such Entities or against

the property of such Entities on account of or in connection with or with respect to any amounts within any Hair Straightening Deductible or SIR Obligation; or (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any amounts within any Hair Straightening Deductible or SIR Obligation.

129. Exit Facilities. On the Effective Date, the Reorganized Debtors or their non-Debtor Affiliates, as applicable, shall enter into the applicable Exit Facilities Documents (including any Alternative Exit Financing Documents, as applicable) for (a) the First Lien Exit Facilities, consisting of the Take-Back Facility and the Incremental New Money Facility, (b) the Exit ABL Facility, (c) the Exit FILO Facility, (d) unless otherwise agreed to by the Debtors and the Required Consenting BrandCo Lenders, the New Foreign Facility, and (e) any Alternative Exit Financing, as applicable. All Holders of Class 5 2020 Term B-1 Loan Claims shall be deemed to be a party to, and bound by, the First Lien Exit Facilities Documents, regardless of whether such Holder has executed a signature page thereto.

130. The Exit Facilities and the Exit Facilities Documents (including the Alternative Exit Financing and the Alternative Exit Financing Documents, as applicable), all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including but not limited to the payment of any fees and indemnities, are hereby approved, and the Reorganized Debtors are authorized to enter into, execute, and deliver the Exit Facilities Documents (including the Alternative Exit Financing Documents, as applicable) and such other documents as may be required to effectuate the treatment afforded by the foregoing, including but not limited to any commitment letters, engagement letters, letters of intent, and fee letters (including but not limited to the Blue Torch Letter). On the Effective Date, all of the Liens and security interests to be

granted by the Reorganized Debtors in accordance with the Exit Facilities Documents (including the Alternative Exit Financing Documents, as applicable) (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facilities Documents, (c) shall be deemed perfected on the Effective Date without the need for the taking of any further filing, recordation, approval, consent, or other action, and (d) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents, and to take any other actions necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and this Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of this Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and the Reorganized Debtors shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

131. Alternative Exit Financing. On the Effective Date, the Reorganized Debtors and their non-Debtor Affiliates, as applicable, are authorized, with the consent of the Required Consenting BrandCo Lenders (or, to the extent the First Lien Exit Facilities are being replaced in full, the Required Consenting 2020 B-2 Lenders), to incur alternative exit financing (the "Alternative Exit Financing") in lieu of all or a portion of the First Lien Exit Facilities, the

Exit ABL Facility, the Exit FILO Facility, and/or the New Foreign Facility in an aggregate principal amount that is less than or approximately equal to the sum of the principal amounts of the First Lien Exit Facilities, the Exit ABL Facility, the Exit FILO Facility, and/or the New Foreign Facility being replaced by such Alternative Exit Financing plus all fees, premiums, discounts, expenses and similar amounts with respect thereto (including amounts required to be paid in kind); *provided* that the Alternative Exit Financing incurred shall be in a form and on terms acceptable to the Required Consenting BrandCo Lenders (or, to the extent the First Lien Exit Facilities are being replaced in full, the Required Consenting 2020 B-2 Lenders) and on terms, taken as a whole, that are advantageous to the Reorganized Debtors, in the reasonable business judgment of the Debtors, as compared to the Exit Facilities or portions thereof that are replaced. The Alternative Exit Financing may be in any form, including senior secured bonds.

132. If the Debtors intend to incur any Alternative Exit Financing on the Effective Date, the Debtors shall file a notice on the docket of the Chapter 11 Cases setting forth the material terms of the Alternative Exit Financing(s) and the corresponding Exit Facility to be replaced by such Alternative Exit Financing at least three days prior to the closing of such Alternative Exit Financing. Such notice shall be deemed to provide all parties with due, adequate, and sufficient notice of the Alternative Exit Financing(s) and is in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, all other applicable laws, rules, and regulations, and no other or further notice is or shall be required. All provisions of this Confirmation Order and the Plan regarding the Exit Facilities shall apply to such Alternative Exit Financing(s) as if such financing and all documents and parties related thereto were incorporated into the definitions relating to the Exit Facilities, including the definitions of "Exit Facilities," "Exit Facilities Agents." "Exit Facilities Documents," and "Exit Facilities Lenders."

133. The Alternative Exit Financing and all agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, engagement letters, commitment letters, letters of intent, fee letters, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the Alternative Exit Financing (collectively, the "Alternative Exit Financing Documents"), all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including but not limited to the payment of any fees and indemnities, are hereby approved, and the Reorganized Debtors are authorized to enter into, execute, and deliver the Alternative Exit Financing Documents and such other documents as may be required to effectuate the treatment afforded by the Alternative Exit Financing, including but not limited to any commitment letters, engagement letters, letters of intent, and fee letters. On the Effective Date, all of the Liens and security interests to be granted by the Reorganized Debtors in accordance with the Alternative Exit Financing Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Alternative Exit Financing Documents, (c) shall be deemed perfected on the Effective Date without the need for the taking of any further filing, recordation, approval, consent, or other action, and (d) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and

consents, and to take any other actions necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and this Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of this Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and the Reorganized Debtors shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

134. Exemption from Transfer Taxes and Recording Fees. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property pursuant to the Plan shall not be subject to any stamp tax, document recording tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, personal property transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment in the United States, or any state or political subdivision thereof. The appropriate federal, state, or local governmental officials or agents are directed to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (a) the creation, modification, consolidation, or recording of any mortgage, deed of trust, Lien, or other security interest, or the securing of indebtedness by such means or other means, (b) the making or assignment of any lease or sublease, (c) any Restructuring Transaction authorized by the Plan, and (d) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including: (i) any merger

agreements; (ii) agreements of consolidation, restructuring, disposition, liquidation, or dissolution; (iii) deeds; (iv) bills of sale; (v) assignments executed in connection with any Restructuring Transaction occurring under the Plan; or (vi) any of the other Definitive Documents.

135. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Plan and the Plan Documents.

136. Filing and Recording. This Confirmation Order is and shall be binding upon and shall govern the acts of all persons or entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, governmental agencies, secretaries of state, federal, state, and local officials, and all other Persons and Entities who may be required, by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any document or instrument, including, for the avoidance of doubt, the United States Patent and Trademark Office, the United States Copyright Office, and any other governmental intellectual property office. Each and every federal, state, and local government agency, including, for the avoidance of doubt, the United States Patent and Trademark Office, the United States Copyright Office, and any other governmental intellectual property office is hereby directed to accept any and all documents and instruments necessary, useful, or appropriate (including financing statements under the applicable uniform commercial code) to effectuate, implement, and consummate the transactions contemplated by the Plan and this Confirmation Order without payment of any stamp tax or similar tax imposed by state or local law.

137. Tax Withholding. In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information, documentation, and certifications necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable or appropriate. All Persons holding Claims against any Debtor shall be required to provide any information necessary for the Reorganized Debtors to comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit. The Reorganized Debtors reserve the right to allocate any distributions made under the Plan in compliance with applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

138. Notwithstanding any other provision of the Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit on account of such distribution.

139. Compromise and Settlement of Claims, Interests, and Controversies. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for, and as a requirement to receive, the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith global and integrated compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and

subordination rights that any Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest, as well as any and all actual and potential disputes between and among the Company Entities (including, for clarity, between and among the BrandCo Entities, on the one hand, and the Non-BrandCo Entities on the other and including, with respect to each Debtor, such Debtors' Estate), the Creditors' Committee, the Consenting BrandCo Lenders, the Consenting 2016 Lenders, and each other Releasing Party and all other disputes that might impact creditor recoveries, including, without limitation, any and all issues relating to (a) the allocation of the economic burden of repayment of the ABL DIP Facility and Term DIP Facility and/or payment of adequate protection obligations provided pursuant to the Final DIP Order among the Debtors; (b) any and all disputes that might be raised impacting the allocation of value among the Debtors and their respective assets, including any and all disputes related to the Intercompany DIP Facility; and (c) any and all other Settled Claims, including the Financing Transactions Litigation Claims. The entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan Settlement as well as a finding by the Bankruptcy Court that the Plan Settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. The Plan Settlement is binding upon all creditors and all other parties in interest pursuant to section 1141(a) of the Bankruptcy Code. In accordance with the provisions of the Plan, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

140. Discharge of Claims and Termination of Interests. Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, this Confirmation Order, or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default or "event of default" by the Debtors or their Affiliates with respect to any Claim or Interest on account of the Filing of the Chapter 11 Cases or the Canadian Recognition Proceeding shall be deemed cured (and no longer continuing). This Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

141. Debtor Release; Third-Party Release. Each of the release provisions as set forth in, among others, Articles X.D and X.E of the Plan, is hereby incorporated in its entirety, approved in its entirety, and shall be immediately effective as of the Effective Date and binding on all Persons and Entities to the extent set forth therein.

142. Release of Liens. Except as otherwise specifically provided in the Plan, or any other Definitive Document, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, discharged, and compromised, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall revert to the Reorganized Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such mortgages, deeds of trust, Liens, pledges, or other security interests.

143. In addition, the ABL Agents, BrandCo Agent, 2016 Agent, ABL DIP Facility Agent, and Term DIP Facility Agent shall execute and deliver all documents reasonably requested by the Debtors, the Reorganized Debtors, or the Exit Facilities Agents, as applicable, to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Debtors or Reorganized Debtors to file UCC-3 termination statements or other jurisdiction equivalents (to the extent applicable) with respect thereto.

144. Exculpation. The exculpation provisions set forth in Article X.F of the Plan are hereby incorporated in their entirety, approved in their entirety, and shall be immediately effective as of the Effective Date and binding on all Persons and Entities to the extent set forth therein.

145. Injunction. Pursuant to Bankruptcy Rule 3020(c)(1), the following injunction provisions set forth in Article X.G of the Plan are approved in their entirety, and shall be immediately effective as of the Effective Date and binding on all Persons and Entities to the extent set forth therein.

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

146. Release of Certain Financing Transaction Litigation Claims. All claims and causes of action asserted in the Adversary Proceeding are hereby determined to be Estate Causes of Action and released under the Plan. All Persons shall be barred from pursuing any such claims or causes

of action or any other claims arising out of or related to the facts and circumstances alleged in the Adversary Proceeding. Further, on the Effective Date, the Adversary Proceeding shall be dismissed with prejudice, and such dismissal shall not be subject to challenge on appeal or otherwise by the parties to the Adversary Proceeding, as provided for in the *Stipulation and Order Staying the Adversary Proceeding and Dismissing the Complaint Upon the Plan Effective Date* (Adv. Pro. No. 1:22-ap-1167 [Docket No. 130]). Any party that is not a Released Party is hereby prohibited from asserting any claim for indemnity or contribution against any Released Party arising out of or reasonably flowing from the claims or allegations in any claim that is released as against the Released Parties under the Plan. This paragraph shall become binding only upon occurrence of the Effective Date.

147. Regulatory Activities. Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan, or Confirmation Order, no provision shall (a) preclude the SEC or any other Governmental Unit from enforcing its police or regulatory powers or (b) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor person or non-Debtor entity in any forum.

148. Notice of Entry of Confirmation Order and Occurrence of the Effective Date. As soon as practicable after the Effective Date, the Debtors shall file with the Court and serve by first class mail or overnight delivery service a notice of the entry of this Confirmation Order and occurrence of the Effective Date (the "Confirmation and Effective Date Notice"), to all parties served with the Confirmation Hearing Notice. To supplement the notice procedures described in the preceding sentence, no later than fourteen days (14) after the Effective Date, the Reorganized Debtors shall cause the Confirmation and Effective Date Notice, modified for publication, to be published on one occasion in each of the *New York Times* and *USA Today*, and the national edition

of *The Globe and Mail* in Canada. Mailing and publication of the Confirmation and Effective Date Notice in the time and manner set forth in this paragraph shall constitute adequate and sufficient notice pursuant to Bankruptcy Rules 2002 and 3020(c) of Confirmation and occurrence of the Effective Date.

149. The Confirmation and Effective Date Notice will have the effect of an order of the Court, will constitute sufficient notice of the entry of this Confirmation Order and occurrence of the Effective Date to filing and recording officers, including such officers at the United States Patent and Trademark Office, the United States Copyright Office, and any other governmental intellectual property offices, and will be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law.

150. Cancellation of Existing Indebtedness and Securities. Except as otherwise expressly provided in the Plan, this Confirmation Order, or any agreement, instrument, or other document entered into in connection with or pursuant to the Plan or the Restructuring Transactions, on the Effective Date, (a) all notes, bonds, indentures, certificates, securities, shares, equity securities, purchase rights, options, warrants, convertible securities or instruments, credit agreements, collateral agreements, subordination agreements, intercreditor agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any indebtedness or obligations of, or ownership interest in, the Debtors, or giving rise to any Claims against or Interests in the Debtors or to any rights or obligations relating to any Claims against or Interests in the Debtors (except with respect to such agreements, certificates, notes, or other instruments or documents evidencing indebtedness or obligation of, or ownership interest in, the Debtors that is specifically Reinstated, amended and Reinstated, or entered into pursuant to the Plan), including, without limitation, the 2016 Credit Agreement, the ABL Facility Credit

Agreement, the BrandCo Credit Agreement, and the Unsecured Notes Indenture shall be canceled without any need for a Holder or Debtor to take any further action with respect thereto, and the duties and obligations of all parties thereto, including the Debtors or the Reorganized Debtors, as applicable, and any non-Debtor Affiliates, thereunder or in any way related thereto shall be deemed satisfied in full, canceled, released, discharged, and of no further force or effect and (b) the obligations of the Debtors or Reorganized Debtors, as applicable, pursuant, relating, or pertaining to any agreements, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the notes, bonds, indentures, certificates, securities, shares, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of or Interests in the Debtors (except with respect to such agreements, certificates, notes, or other instruments or documents evidencing indebtedness or obligation of or ownership interest in the Debtors that is specifically Reinstated, amended and Reinstated, or entered into pursuant to the Plan), including, without limitation, the 2016 Credit Agreement, the ABL Facility Credit Agreement, the BrandCo Credit Agreement, and the Unsecured Notes Indenture shall be released and discharged in exchange for the consideration provided under the Plan. Notwithstanding the foregoing, Confirmation, or the occurrence of the Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest shall continue in effect solely for purposes of (a) enabling Holders of Allowed Claims to receive distributions under the Plan as provided herein and subject to the terms and conditions of the applicable governing document or instrument as set forth therein, and (b) allowing and preserving the rights of each of the applicable agents and indenture trustees to (i) make or direct the distributions in accordance with the Plan as provided herein and (ii) assert or maintain any rights for indemnification (including on account of the 2016 Agent Surviving Indemnity

Obligations) the applicable agent or indenture trustee may have arising under, and due pursuant to the terms of, the applicable governing document or instrument; *provided* that, subject to the treatment provisions of Article III of the Plan, no such indemnification may be sought from the Debtors, the Reorganized Debtors, or any Released Party. For the avoidance of doubt, nothing in this Plan shall, or shall be deemed to, alter, amend, discharge, limit, or otherwise impair the 2016 Agent Surviving Indemnity Obligations on or after the Effective Date, and any such obligation (whenever arising) survives Confirmation, Consummation, and the occurrence of the Effective Date, in each case in accordance with and subject to the terms and conditions of the 2016 Credit Agreement and regardless of the discharge and release of all Claims of the 2016 Agent against the Debtors or the Reorganized Debtors.

151. On the Effective Date, each holder of a certificate or instrument evidencing a Claim that is discharged by the Plan shall be deemed to have surrendered such certificate or instrument in accordance with the applicable indenture or agreement that governs the rights of such holder of such Claim. Such surrendered certificate or instrument shall be deemed canceled as set forth in, and subject to the exceptions set forth in, Article IV.E of the Plan.

152. Notwithstanding anything in Article IV.E of the Plan, the Unsecured Notes Indenture shall remain in effect solely with respect to the right of the Unsecured Notes Indenture Trustee to make Plan distributions in accordance with the Plan and to preserve the rights and protections of the Unsecured Notes Indenture Trustee with respect to the Holders of Unsecured Notes Claims, including the Unsecured Notes Indenture Trustee's charging lien and priority rights. Subject to the distribution of Class 8 Plan consideration delivered to it in accordance with the Unsecured Notes Indenture at the expense of the Reorganized Debtors, the Unsecured Notes

Indenture Trustee shall have no duties to Holders of Unsecured Notes Claims following the Effective Date of the Plan, including no duty to object to claims or treatment of other creditors.

153. Professional Compensation and Reimbursement Claims. All final requests for payment of Professional Compensation Claims shall be Filed no later than the first Business Day that is forty-five (45) calendar days after the Effective Date. Such requests shall be Filed with the Bankruptcy Court and served as required by the Interim Compensation Order and the Case Management Procedures, as applicable. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any applicable Bankruptcy Court orders, the Allowed amounts of such Professional Compensation Claims shall be determined by the Bankruptcy Court. The Allowed amount of Professional Compensation Claims owing to the Professionals, after taking into account any prior payments to and retainers held by such Professionals, shall be paid in full in Cash to such Professionals from funds held in the Professional Fee Escrow as soon as reasonably practicable following the date when such Claims are Allowed by a Final Order. To the extent that funds held in the Professional Fee Escrow are unable to satisfy the Allowed amount of Professional Compensation Claims owing to the Professionals, each Professional shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied by the Reorganized Debtors in the ordinary course of business in accordance with Article II.B.2 of the Plan and notwithstanding any obligation to File Proofs of Claim or requests for payment on or before the Administrative Claims Bar Date. After all Professional Compensation Claims have been paid in full, the escrow agent shall promptly return any excess amounts held in the Professional Fee Escrow, if any, to the Reorganized Debtors, without any further action or Order of the Bankruptcy Court.

154. Establishment of the GUC Trust and the PI Settlement Fund. Each of the GUC Trust and the PI Settlement Fund shall be (a) established as of the Effective Date as trusts under applicable state law for the purposes described in the Plan, and (b) funded as and to the extent provided for in the Plan.

155. Approval of the GUC Trust Agreement and the PI Settlement Fund Agreement. The GUC Trust Agreement and the PI Settlement Fund Agreement, forms of which are filed in the Plan Supplement, are hereby approved, effective as of the Effective Date. The GUC Trust and the PI Settlement Fund shall be subject to the continuing jurisdiction of the Court.

156. Appointment of Trustees. The appointments of the initial GUC Administrator and the PI Claims Administrator in accordance with Articles IV.R, V and VI of the Plan are hereby approved, effective as of the Effective Date.

157. Beneficiaries. Beneficiaries of the GUC Trust and the PI Settlement Fund shall have only such rights and interests in and with respect to the applicable trust assets as set forth in the Plan and the GUC Trust Agreement or the PI Settlement Fund Agreement, as the case may be.

158. Indemnification Provisions. On and as of the Effective Date, consistent with applicable law, the Indemnification Provisions in place as of the Effective Date (whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, other organized documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, shall be assumed by the Reorganized Debtors (and any such Indemnification Provisions in place as to any Debtors that are to be liquidated under the Plan shall be assigned to and assumed by an applicable Reorganized Debtor), deemed irrevocable, and will remain in full force and effect and survive the effectiveness

of the Plan unimpaired and unaffected. Each of the Reorganized Debtors' New Organizational Documents shall provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, employees, agents, managers, attorneys, and other professionals, at least to the same extent as such documents of each of the respective Debtors on the Petition Date but in no event greater than as permitted by law, against any Causes of Action. None of the Reorganized Debtors shall amend and/or restate its respective New Organizational Documents, on or after the Effective Date to terminate, reduce, discharge, impair or adversely affect in any way (a) any of the Reorganized Debtors' obligations referred to in the immediately preceding sentence or (b) the rights of such current and former directors, officers, employees, agents, managers, attorneys, and other professionals.

159. The Debtors are authorized to make all payments on account of fees and/or expenses incurred during the Chapter 11 Cases that are reimbursable pursuant to Indemnification Provisions that are assumed in accordance with Article IV.P of the Plan, including, for the avoidance of doubt, payments made on account of Indemnification Provisions contained in agreements between the Debtors and (a) Murray Devine & Co. Inc. and (b) their current and former directors and officers. All such payments are approved pursuant to section 1129(a)(4) of the Bankruptcy Code.

160. Vendor Deposits. Pursuant to section 363(b) of the Bankruptcy Code, and subject to applicable provisions of the Restructuring Support Agreement and the Final DIP Order, the Debtors, in the reasonable exercise of their business judgment, may provide deposits to critical vendors in exchange for enhanced trade terms on or prior to the Effective Date.

161. Texas Comptroller. Notwithstanding anything to the contrary in the Plan or the Confirmation Order the following provisions shall apply to Claims of the Texas Comptroller of Public Accounts (the "Texas Comptroller") and Texas Workforce Commission ("TWC"):

a. Nothing provided in the Plan or Confirmation Order shall affect or impair any valid statutory or common law setoff rights of the Texas Comptroller or TWC in accordance with 11 U.S.C. § 553.

b. Nothing provided in the Plan or Confirmation Order shall affect or impair any rights of the Texas Comptroller or TWC to pursue any non-debtor third parties for tax debts or claims. Neither the Texas Comptroller nor TWC is a Releasing Party as defined in the Plan, and the Texas Comptroller and TWC specifically opt out of all third-party releases, if any. The Texas Comptroller and TWC are not required to return an opt-out form.

c. Nothing provided in the Plan or Confirmation Order shall impact the ability of the Texas Comptroller or TWC to amend their claims at any point.

d. Nothing provided in the Plan or Confirmation Order shall be construed to preclude the payment of any Allowed Administrative Claim or Allowed Priority Tax Claim held by the Texas Comptroller or TWC.

e. Neither the Texas Comptroller nor TWC is required to file a request for the payment of an expense described in 11 U.S.C. § 503(b)(1)(B) or (C) pursuant to 11 U.S.C. § 503(b)(1)(D) as a condition of its being an allowed administrative expense and any post-petition tax claim(s) may instead be paid as and when they arise in the ordinary course of the Debtors' business.

f. For the avoidance of doubt, all Allowed Priority Tax Claims of the Texas Comptroller and TWC shall be treated in accordance with the terms set forth in section 1129(a)(9)(c) of the Bankruptcy Code beginning on the Effective Date. To the extent that interest is payable with respect to any Allowed Administrative Claim or Allowed Priority Tax Claim of the Texas Comptroller or TWC, such interest shall accrue at the statutory rate of interest pursuant to the Texas Tax Code 111.060, if applicable.

g. The Texas Comptroller and TWC preserve all available bankruptcy and state law remedies, if any, in the event of default of payment on claims as laid out herein above.

h. Nothing in this paragraph 161 (i) shall alter, modify, amend, affect, impair, or prejudice the legal, equitable, or contractual rights, obligations, and defenses of the Debtors, the Reorganized Debtors, or any other party under any applicable law or (ii) is an admission by any party that either the Texas Comptroller or TWC has Claims or setoff rights and the rights of the Debtors, the Reorganized

Debtors, and all other parties to contest any such Claims or setoff rights are hereby expressly preserved.

162. Mississippi Department of Revenue. Notwithstanding anything in the Plan or this Confirmation Order to the contrary:

a. The Mississippi Department of Revenue's (the "MDOR") setoff rights under section 553 of the Bankruptcy Code and recoupment rights, if any, are preserved;

b. The MDOR shall not be required to file any proofs of claim or requests for payment in the Chapter 11 Cases for any Administrative Claims for the liabilities described in section 503(b)(1)(B) and (C) of the Bankruptcy Code, and the Debtors or Reorganized Debtors, as applicable, shall timely submit returns and remit payment, including penalties and interest, for all taxes due or coming, as required under applicable Mississippi state law;

c. For the avoidance of doubt, all Allowed Priority Tax Claims of the MDOR shall be treated in accordance with the terms set forth in section 1129(a)(9)(c) of the Bankruptcy Code beginning on the Effective Date. To the extent that interest is payable with respect to any Allowed Priority Tax Claims, such interest shall be paid in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code and Mississippi state law, as applicable;

d. The MDOR may timely amend any Proof of Claim against any Debtor after the Effective Date with respect to (a) a pending audit, or (b) an audit that may be performed, with respect to any pre or post-petition tax return; and (c) following the filing of a tax return; and

e. Nothing in this paragraph 162 (a) shall alter, modify, amend, affect, impair, or prejudice the legal, equitable, or contractual rights, obligations, and defenses of the Debtors, the Reorganized Debtors, or any other party under any applicable law or (ii) is an admission by any party that the MDOR has Claims or setoff rights and the rights of the Debtors, the Reorganized Debtors, and all other parties to contest any such Claims or setoff rights are hereby expressly preserved.

163. Defensive Rights for Talc Personal Injury Lawsuits**.** Nothing in the Plan or this Confirmation Order shall be construed to prevent or enjoin any non-Debtor named as a defendant in a talc personal injury lawsuit (including but not limited to Bristol-Myers Squibb Company ("BMS")) from seeking or raising allocation or apportionment of fault and judgment reduction, apportionment of damages, any other defenses, affirmative defenses, or judgment reduction

mechanisms or rights similar to the foregoing, and any steps necessary to assert the foregoing (collectively, the "Defensive Rights"), in each case, solely to reduce the liability, judgment, obligation or fault of the applicable non-Debtor party vis a vis talc personal injury claimants that assert any claims or causes of action against such non-Debtor party based in whole or in part on talc related personal injury claims. Such Defensive Rights (a) may be used only to offset, allocate, or apportion fault, liability, or damages, seek judgment reduction, or otherwise defend against any cause of action brought by any person against non-Debtor parties and (b) shall in no event be used to seek or obtain any affirmative monetary recovery from the Debtors or any other party released pursuant to the Plan.

164. Bristol-Myers Squibb Company. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, nothing in the Plan or this Confirmation Order shall modify the rights, if any, of BMS to assert any right of setoff or recoupment that it may have under applicable bankruptcy or non-bankruptcy law, subject to section 553 of the Bankruptcy Code (to the extent applicable) and any other applicable bankruptcy or non-bankruptcy law. Nothing in the foregoing sentence is an admission by any party that BMS has setoff or recoupment rights and the rights of the Debtors, the Reorganized Debtors, and all other parties to contest any such setoff or recoupment rights are hereby expressly preserved.

165. Nothing contained in the Plan or this Confirmation Order, including but not limited to Article VII.H of the Plan, shall be deemed a determination of BMS's or the Debtors' rights or obligations (if any) under any of the agreements referenced in BMS's filed proofs of claims, which are reserved by BMS, the Debtors, the Reorganized Debtors and all other parties in interest; *provided that* the Debtors may reject such contracts (to the extent such contracts are executory) in accordance with the Plan.

166. Certain Government Matters. As to any Governmental Unit (as defined in section 101(27) of the Bankruptcy Code), nothing in the Plan or the Confirmation Order shall limit or expand the scope of discharge, release, or injunction to which the Debtors or the Reorganized Debtors are entitled to under the Bankruptcy Code (if any). The discharge, release, and injunction provisions contained in the Plan and the Confirmation Order are not intended to and shall not be construed to bar any Governmental Unit from, subsequent to entry of the Confirmation Order, pursuing any police or regulatory action (except to the extent the Administrative Claims Bar Date or applicable Claims Bar Date prevents such Governmental Unit from pursuing prepetition Claims against the Debtors or the Reorganized Debtors).

167. Nothing in the Plan or the Confirmation Order shall discharge, release, impair, or otherwise preclude: (a) any liability to any Governmental Unit that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code; (b) any Claim of any Governmental Unit arising on or after the Effective Date; (c) any valid right of setoff or recoupment of any Governmental Unit against any of the Debtors; or (d) any liability of the Debtors or the Reorganized Debtors under police or regulatory statutes or regulations to any Governmental Unit as the owner, lessor, lessee, or operator of property that such entity owns, operates, or leases after the Effective Date; *provided* that, for the avoidance of doubt, nothing in this paragraph shall modify the effect of the Administrative Claims Bar Date or applicable Claims Bar Date to the extent otherwise applicable. Nothing in the Confirmation Order or the Plan shall: (a) enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding sentence; or (b) divest any court, commission, or tribunal of competent jurisdiction to determine whether any liabilities asserted by any Governmental Unit are discharged or otherwise barred by this Confirmation Order, the Plan, or the Bankruptcy Code.

168. Moreover, nothing in the Confirmation Order or the Plan shall release or exculpate any non-Debtor, including any non-Debtor Released Parties, from any liability to any Governmental Unit, including but not limited to any liabilities arising under the Internal Revenue Code, the environmental laws, or the criminal laws against any non-Debtor Released Parties. Nor shall anything in this Confirmation Order or the Plan enjoin any Governmental Unit from bringing any claim, suit, action, or other proceeding described in the foregoing sentence; *provided* that the foregoing shall not (a) limit the scope of discharge granted to the Debtors under sections 524 and 1141 of the Bankruptcy Code, (b) diminish the scope of any exculpation to which any party is entitled under the Bankruptcy Code or (c) in any way impair or limit the non-bankruptcy rights or defenses of any Entity. For the avoidance of doubt, the rights of Governmental Units are preserved to raise any argument, claim or defense – either in these cases or in any other case or proceeding – related to any exculpation approved by the Bankruptcy Court, including (without limitation) that the Bankruptcy Court did not have statutory or constitutional authority or jurisdiction to approve it, or that exculpation could not legally be applied to a Governmental Unit.

169. Landlord Indemnification. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, with respect to any assumed Unexpired Lease of nonresidential real property, the Debtors, shall remain liable for all obligations arising under the Unexpired Lease of nonresidential real property that were not otherwise required to be asserted as a cure cost, including: (a) for amounts owed or accruing under such Unexpired Lease of nonresidential real property, or in connection with Debtor's use and occupancy of the premises thereunder, that are unbilled or not yet due as of the Effective Date regardless of when such amounts or obligations accrued, on account of common area maintenance, insurance, taxes, utilities, repair and maintenance and similar charges; (b) any regular or periodic adjustment or reconciliation of

charges accrued or accruing under such Unexpired Lease of nonresidential real property that are not yet due or have not been determined or billed as of the Effective Date; (c) any percentage rent that comes due after the Effective Date under such Unexpired Lease of nonresidential real property; (d) post-assumption obligations under such Unexpired Lease of nonresidential real property; and (e) obligations, if any, to indemnify the non-Debtor counterparty under such Unexpired Lease of nonresidential real property arising from the Debtor's use and occupancy of the Premises in accordance with the terms of the Unexpired Lease of nonresidential real property, which are not known by the counterparty or liquidated by the effective date of the assumption (and therefore not payable as a cure cost pursuant to Bankruptcy Code § 365(b)(1)(a)). Other than with respect to Cure Claims fixed in connection with this Confirmation Order, subject to resolution of any related dispute, all rights of the parties to any assumed Unexpired Lease of nonresidential real property to dispute amounts due thereunder are preserved.

170. SIR Roanoke Guaranty. The Guaranty, dated October 1, 2020 (as amended from time to time, the "Roanoke Guaranty"), from Revlon, Inc. to SIR Roanoke LLC (the "Roanoke Landlord"), including the obligations of Revlon, Inc. thereunder with respect to monetary and nonmonetary obligations that become due or payable after the Effective Date under that certain Amended and Restated Deed of Lease, dated as of January 17, 2003, as amended from time to time, between Elizabeth Arden, Inc. and the Roanoke Landlord, shall be assumed in its entirety by Reorganized Holdings on the Effective Date. On the Effective Date, or as soon as reasonably practicable thereafter, Reorganized Holdings shall execute and deliver to Roanoke Landlord a new guaranty instrument in substantially the same form, and on the same terms and conditions, as the Roanoke Guaranty.

171. CNA Surety. CNA Surety and its subsidiaries and affiliates, including, but not limited to, Continental Casualty Company, American Casualty Company of Reading, Pennsylvania, and Western Surety Company, and their successors and assigns, and any person or company joining with any of them in executing any Bond at its request (collectively, "CNA Surety") has issued certain surety bonds on behalf of certain of the Debtors (collectively, the "Existing Surety Bonds" and each individually an "Existing Surety Bond"). These Existing Surety Bonds are issued pursuant to certain existing indemnity agreements and/or related agreements by and between CNA Surety, on the one hand, and certain of the Debtors and their affiliates and certain non-Debtors, as applicable, on the other hand (collectively, the "Existing Indemnity Agreements").

172. Subject to paragraph 174 below, until such time as all Existing Surety Bonds have been replaced, and CNA Surety is released from its obligations under the Existing Surety Bonds and Existing Indemnity Agreements, nothing in the Plan or the Confirmation Order shall impair, release, discharge, preclude, or enjoin any obligations of the Debtors to CNA Surety under the Existing Surety Bonds and the Existing Indemnity Agreements and applicable non-bankruptcy law, and such obligations are unimpaired and are not being released, discharged, precluded, or enjoined by the Plan, including pursuant to Article X of the Plan, or the Confirmation Order. For the avoidance of doubt, CNA Surety is deemed to have opted out of the releases and is not a Releasing Party or Released Party under the Plan.

173. Nothing in the Plan or the Confirmation Order shall be deemed to limit CNA Surety's existing rights or interests under applicable non-bankruptcy law in any collateral or the proceeds of such collateral securing the Existing Surety Bonds and the Existing Indemnity Agreements (the "Surety Collateral"), including, without limitation, the right to draw or use any

Surety Collateral to reimburse any claim of CNA Surety under or in respect of the Existing Surety Bonds and/or the Existing Indemnity Agreements consistent with applicable non-bankruptcy law (the "Right to Draw"). For the avoidance of doubt, CNA Surety shall retain the Right to Draw notwithstanding the replacement of any Existing Surety Bonds prior to, or after Confirmation or the occurrence of the Effective Date.

174. Nothing in the Plan or the Confirmation Order, or any document or other agreements or exhibits to the Plan, shall be interpreted to alter, diminish, or enlarge the rights or obligations of CNA Surety or any obligee under the Existing Surety Bonds, nor shall any provision of the Plan be deemed to enjoin or preclude CNA Surety from asserting any rights or claims of any obligees under such Existing Surety Bonds. Nothing in the Plan or the Confirmation Order shall alter, modify, amend, affect, impair, or prejudice the legal, equitable, or contractual rights, obligations, and defenses of the Debtors or the Reorganized Debtors under the Existing Surety Bonds, the Existing Indemnity Agreements, or any applicable law.

175. No Admission as to Talc Personal Injury Claim. Nothing in the Plan, this Confirmation Order, the PI Claims Distribution Procedures, or any other Definitive Document is intended to be, nor shall it be construed as, an admission by the Debtors or any other Entity as to any Talc Personal Injury Claim, nor shall any Definitive Document, including the Plan, this Confirmation Order, and the PI Claims Distribution Procedures, or any component thereof be admissible as evidence of, or have any *res judicata*, collateral estoppel, or other preclusive or precedential effect regarding, (a) any alleged asbestos contamination in any product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors, the Reorganized Debtors, or any other Entity or for which the Debtors, the Reorganized Debtors, any of their insurers, or any other Entity otherwise have legal responsibility, or (b) any liability of the

Debtors, the Reorganized Debtors, any of their insurers, or any other Entity or the amount of any alleged liability, in respect of any personal injury actually or allegedly caused by any talc-containing allegedly asbestos-contaminated product manufactured, sold, supplied, produced, distributed, released, advertised, or marketed by the Debtors, the Reorganized Debtors, or any other Entity or for which the Debtors, the Reorganized Debtors, any of their insurers, or any other Entity otherwise have legal responsibility. Likewise, no decision of the PI Claims Administrator or the TAC (as defined in the PI Settlement Fund Agreement) to approve or make any distribution upon any Talc Personal Injury Claim shall be admissible as evidence of, or have any *res judicata*, collateral estoppel, or other preclusive or precedential effect regarding, liability to be imposed against the Debtors, the Reorganized Debtors, their Affiliates, or any other Entity, including, without limitation, any insurer, other than the PI Settlement Fund.

176. Unsecured Notes Indenture Trustee Releases. For the avoidance of doubt, all releases to be granted under the Plan and/or the Confirmation Order by and to the Unsecured Notes Indenture Trustee as a Releasing Party and a Released Party shall be deemed to be granted solely by and to it in its capacity as indenture trustee under the Unsecured Notes Indenture and not individually or otherwise.

177. Return of Deposits. All utilities, including any Person who received a deposit or other form of "adequate assurance" of performance pursuant to section 366 of the Bankruptcy Code during the Chapter 11 Cases (collectively, the "Deposits"), whether pursuant to the *Final Order (A) Prohibiting Utility Providers From Altering, Refusing, or Discontinuing Utility Services, (B Determining Adequate Assurance of Payment for Future Utility Services, and (C) Establishing Procedures for Determining Adequate Assurance of Payment, and (D) Granting Related Relief* [Docket No. 265] or otherwise, including, water, gas, electric, telecommunications,

data, cable, trash, and sewer services, or similar services, are directed to return such Deposits to the Reorganized Debtors, either by setoff against postpetition indebtedness or by Cash refund, within thirty (30) days following the Effective Date, and, as of the Effective Date, such Persons are not entitled to make requests for or receive additional Deposits.

178. Three Wishes Productions. Subject to the occurrence of the Effective Date, all agreements between Three Wishes Productions, Inc. ("Three Wishes") and the Debtors, including that certain Amended and Restated License Agreement, dated as of May 2016, by and between Three Wishes, on the one hand, and Elizabeth Arden, Inc. ("EA Debtor") and Elizabeth Arden International Sarl, as successor-in-interest to Proctor & Gamble International Operations S.A., on the other hand (as amended or supplemented from time to time, the "Three Wishes Agreements") shall be assumed as of the Effective Date pursuant to section 365 of the Bankruptcy Code. The Cure Amount shall be adjusted to include any amounts that come due or payable between the date of the Cure Notice and the Effective Date, to the extent such amounts are not otherwise paid prior to the Effective Date. Notwithstanding payment of the Cure Amount and anything to the contrary in the Plan, (a) the Reorganized Debtors shall remain liable for any unpaid royalties and other amounts payable to Three Wishes under the Three Wishes Agreement that come due for payment after the Effective Date, regardless of whether such royalties or other amounts were earned or based on sales or transactions occurring prior to the Effective Date; and (b) any audit rights and rights to unpaid royalties for any accounting period prior to the Effective Date discovered as a result of such audit rights ("Audit Royalty Obligations") are fully preserved by Three Wishes, and any such Audit Royalty Obligations will be satisfied and/or otherwise resolved pursuant to the terms of the applicable Three Wishes Agreements.

179. Effect of Confirmation Order on Other Orders. Unless expressly provided for herein, nothing in the Plan or this Confirmation Order shall affect any orders entered in the Chapter 11 Cases pursuant to section 365 of the Bankruptcy Code or Bankruptcy Rule 9019.

180. Inconsistency. In the event of any inconsistency between the Plan (including the Plan Supplement) and this Confirmation Order, this Confirmation Order shall govern. In the event of an inconsistency between the Plan (without reference to the Plan Supplement) and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order).

181. Injunctions and Automatic Stay. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court, and extant on this Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

182. Authorization to Consummate. The Debtors are authorized to consummate the Plan and the Restructuring Transactions at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Article XI of the Plan.

183. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

184. No Waiver. The failure to specifically include any particular Plan Document or provision of the Plan or Plan Document in this Confirmation Order will not diminish the effectiveness of such document or provision nor constitute a waiver thereof, it being the intent of

this Court that the Plan is confirmed in its entirety, the Plan Documents are approved in their entirety, and all of the Plan Documents are incorporated herein by reference.

185. Severability. Each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' or Reorganized Debtors' consent (subject to the consent and approval rights of applicable parties to the extent provided in the Plan or the Restructuring Support Agreement), consistent with the terms set forth herein; and (c) non-severable and mutually dependent.

186. Administrative Claims Bar Date. Unless otherwise provided by the Plan, this Confirmation Order, any other applicable order of the Court, or agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the Reorganized Debtors, requests for payment of Administrative Claims that accrued on or before the Effective Date (other than Professional Compensation Claims) must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in this Confirmation Order and the Plan and the notice of entry of this Confirmation Order no later than the Administrative Claims Bar Date. **Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or the Reorganized Debtors or their respective property or Estates and such Administrative Claims shall be deemed discharged as of the Effective Date. If for any reason any such Administrative Claim is incapable of being forever barred and discharged, then the Holder of such Claim shall not have recourse to any property of the Reorganized Debtors to be distributed pursuant to the Plan.** Objections to such requests for payment of an Administrative Claim, if any, must be Filed

and served on the Reorganized Debtors and the requesting party no later than the applicable Claims Objection Deadline.

187. Reports. After the Effective Date, the Reorganized Debtors shall have no obligation to file with the Court or serve on any parties reports that the Debtors were obligated to file under the Bankruptcy Code or a Court order, including monthly operating reports (even for those periods for which a monthly operating report was not filed prior to the Effective Date); *provided, however,* that the Reorganized Debtors will comply with the U.S. Trustee's quarterly reporting requirements. Through the Effective Date, the Debtors will file such reports as are required under the Local Rules.

188. Dissolution of the Committee. On the Effective Date, any statutory committee appointed in the Chapter 11 Cases, including the Creditors' Committee, shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases, and the Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the Creditors' Committee on and after the Effective Date.

189. Debtors' Actions Post-Confirmation Through the Effective Date. During the period from entry of this Confirmation Order through and until the Effective Date, each of the Debtors shall continue to operate their business as a debtor in possession, subject to the oversight of the Court as provided under the Bankruptcy Code, the Bankruptcy Rules, and this Confirmation Order and any Final Order of the Court.

190. Conditions to Effective Date. The Plan shall not become effective unless and until the conditions set forth in Article XI.A of the Plan have been satisfied or waived pursuant to Article XI.B of the Plan.

191. Partial Waiver of Fourteen-Day Stay. Notwithstanding any Bankruptcy Rule (including, without limitation, Bankruptcy Rules 3020(e), 6004(h), 6006(d), and 7062), this Confirmation Order is effective immediately on the date that is four (4) days after entry of this Confirmation Order and any applicable stay (including, without limitation, as set forth in Bankruptcy Rules 3020(e), 6004(h), 6006(d), and 7062) is reduced accordingly to four (4) days, sufficient cause having been shown.

192. Plan Supplement. The Plan Supplement and the Definitive Documents are hereby approved, and shall, upon finalization and execution, constitute legal, valid, binding, and authorized obligations of the respective parties thereto and shall be enforceable in accordance with their terms and not in conflict with any law. Without need for further order or authorization of the Court, and subject to the terms of the Restructuring Support Agreement, the Plan (each including the consent and approval rights of applicable parties set forth therein), and this Confirmation Order, the Debtors are authorized to modify and amend the Plan Supplement and the Definitive Documents through and including the Effective Date, and the Debtors or the Reorganized Debtors, as applicable, are authorized to take all actions necessary and appropriate to effect the transactions contemplated therein prior to, on, and following the Effective Date.

193. Post-Confirmation Modification of the Plan. The Debtors are hereby authorized to amend or modify the Plan at any time prior to the substantial consummation of the Plan, but only in accordance with section 1127 of the Bankruptcy Code and Article XII.A of the Plan, without further order of this Court.

194. Closing of Chapter 11 Cases. Upon the occurrence of the Effective Date, the Reorganized Debtors shall be permitted to (a) close all of the Chapter 11 Cases except for one of the Chapter 11 Cases as determined by the Reorganized Debtors, and all contested matters relating

to each of the Debtors, including objections to Claims, shall be administered and heard in such remaining Chapter 11 Case, and (b) change the name of the remaining Debtor and case caption of the remaining open Chapter 11 Case as desired, in the Reorganized Debtors' sole discretion.

195. Retention of Jurisdiction. Except as otherwise provided in the Plan, any of the Plan Documents or this Confirmation Order, the Court shall retain jurisdiction over the Chapter 11 Cases and all matters arising under, arising out of, or related to, the Chapter 11 Cases and the Plan, including the matters set forth in Article XIII of the Plan.

196. Final Order. This Confirmation Order is a final order and the period in which an appeal must be filed will commence upon entry of this Confirmation Order.

Dated: New York, New York
April 3, 2023

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

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
FREDERIC BOUIN,	Case No.: 21-11932 (DSJ)
Debtor.	

BALLOT FOR ACCEPTING OR REJECTING PLAN OF LIQUIDATION

On July 28, 2022, Ronald J. Friedman, Esq., the chapter 11 operating trustee (the "Trustee") for the bankruptcy estate of Frederic Bouin (the "Debtor") filed a Disclosure Statement (the "Disclosure Statement") for the Chapter 11 Trustee's Amended Plan of Liquidation Under Chapter 11 of the Bankruptcy Code (the "Plan"). The Court has approved the Disclosure Statement, which provides information to assist you in deciding how to vote your Ballot. If you do not have a Disclosure Statement, you may obtain a copy from SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York 11753, Attention: Brian Powers, Esq., attorneys for the Trustee, Telephone: (516) 479-6300. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim under the Plan.

If your Ballot is not received by SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York 11753, Attention: Brian Powers, Esq.; either (a) by first class mail, (b) by overnight mail service, or (c) by personal delivery so that, in each case, it is actually received no later than 4:00 p.m. (prevailing Eastern Time) on September 6, 2022 (the "Voting Deadline"), your vote will not count as either an acceptance or rejection of the Plan. Delivery of a Ballot by facsimile, e-mail or any other electronic means will not be accepted or counted.

If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.

ACCEPTANCE OR REJECTION OF THE PLAN

The undersigned, the Holder of a Class __ Claim in the unpaid amount of $_____:

Your Vote on the Plan (please check one)

[ ] ACCEPTS THE PLAN [ ] REJECTS THE PLAN

ANY BALLOT THAT IS EXECUTED BY THE HOLDER OF A CLAIM THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

Dated: _____

Print or Type Name: _____

Signature: _____

Title: _____
(if Creditor is Corporation or Partnership)

Name of Corporation: _____

Address: _____

_____

RETURN THIS BALLOT TO:

SILVERMANACAMPORA LLP
Counsel to the Trustee
100 Jericho Quadrangle, Suite 300
Jericho, New York 11753
Attn: Brian Powers, Esq.

VOTING INSTRUCTIONS

1. All capitalized terms used in the Ballot or Voting Instructions but not otherwise defined therein shall have the meaning ascribed to them in the Plan.

2. The Plan can be confirmed by the Bankruptcy Court, and therefore made binding on you, if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in each Impaired Class voting on the Plan. Please review the Disclosure Statement for more information.

3. To ensure that your vote is counted, you must (i) complete the Ballot, (ii) indicate your decision either to accept or reject the Plan, and (iii) sign and return the Ballot to the address set forth herein on or before the Voting Deadline. **Your Ballot must be received by the Voting Deadline.**

4. If a Ballot is received after the Voting Deadline, it will not be counted. **The method of delivery of Ballots is at the election and risk of each Holder of a Claim.** Except as otherwise provided herein, such delivery will be deemed made only when the original executed Ballot is actually received by SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York 11753, Attn: Brian Powers, Esq., on or before the Voting Deadline. Instead of effecting delivery by other means, it is recommended, though not required, that such Holders use an overnight or hand delivery service. In all cases, sufficient time should be allowed to ensure timely delivery. Delivery of a Ballot by facsimile, e-mail or any other electronic means will not be accepted or counted.

5. If multiple Ballots are received from a Holder of Claims with respect to the same Claims prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballot.

6. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest or an assertion or admission of a Claim or Interest.

7. Please be sure to sign and date your Ballot. If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or, if no such mailing label is attached, on the Ballot.

THE TRUSTEE EXPRESSLY RESERVES THE RIGHT TO OBJECT AT A LATER DATE TO THE AMOUNT ALLEGED TO BE DUE TO THE CREDITOR BY THE DEBTOR OR THE INDEBTEDNESS ASSERTED IN A TIMELY FILED PROOF OF CLAIM.

PLEASE RETURN YOUR BALLOT PROMPTLY!

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

Counsel to the Debtors and Debtors in Possession

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)

THIRD AMENDED JOINT PLAN OF REORGANIZATION
OF REVLON, INC. AND ITS DEBTOR AFFILIATES
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN OFFER, ACCEPTANCE, COMMITMENT, OR LEGALLY BINDING OBLIGATION OF THE DEBTORS OR ANY OTHER PARTY IN INTEREST, AND THIS PLAN IS SUBJECT TO APPROVAL BY THE BANKRUPTCY COURT AND OTHER CUSTOMARY CONDITIONS. THIS PLAN IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES.

[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: 55 Water St., 43rd Floor, New York, 10041-0004.

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INTRODUCTION

Revlon, Inc. and the other above-captioned debtors and debtors in possession propose this joint plan of reorganization for the resolution of the Claims against and Interests in each of the Debtors pursuant to chapter 11 of the Bankruptcy Code. Although jointly proposed for administrative purposes, the Plan constitutes a separate plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Article I.A.

Holders of Claims and Interests may refer to the Disclosure Statement for a description of the Debtors' history, business, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of the Plan and the Restructuring Transactions contemplated hereby. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS AND INTERESTS, AS APPLICABLE, ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms

As used in the Plan, capitalized terms have the meanings ascribed to them below.

1. "2016 Agent" means Citibank, N.A., solely in its capacity as administrative agent and collateral agent under the 2016 Term Loan Credit Agreement, or any successor administrative agent or collateral agent as permitted by the terms set forth in the 2016 Term Loan Credit Agreement.

2. "2016 Agent Surviving Indemnity Obligations" means the obligation of any Holder of a 2016 Term Loan Claim (other than any Released Party) to indemnify the 2016 Agent in accordance with and subject to the terms and conditions of the 2016 Credit Agreement.

3. "2016 Credit Agreement" means the Term Credit Agreement, dated as of September 7, 2016 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among Holdings, RCPC, the 2016 Term Loan Agent, and the lenders party thereto from time to time.

4. "2016 Term Loan Claim" means any Claim on account of the 2016 Term Loans or derived from, based upon, relating to, or arising under the 2016 Credit Agreement, but under no circumstances shall any Netting Agreement Indemnity Claim be deemed or considered a 2016 Term Loan Claim.

5. "2016 Term Loan Claims Allowed Amount" means an amount equal to (a) the aggregate outstanding principal amount of the 2016 Term Loans as of the Petition Date of $872,424,572 *plus* (b) all accrued and unpaid interest on the 2016 Term Loans as of the Petition Date in the amount of $2,161,950. Any 2016 Term Loan Claim against any BrandCo Entity shall be Disallowed.

6. "2016 Term Loan Lender Group Advisors" means Akin Gump Strauss Hauer & Feld LLP, Boies Schiller Flexner LLP, and Moelis & Company, each in their capacity as advisors to the Ad Hoc Group of 2016 Term Loan Lenders or in their capacity as advisors to the members thereof.

7. "2016 Term Loans" means the term loans issued under the 2016 Credit Agreement.

8. "2019 Credit Agreement" means the Term Credit Agreement, dated as of August 6, 2019 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among Holdings, RCPC, Wilmington Trust, N.A., as administrative agent, and each collateral agent, and the lenders party thereto from time to time.

9. "2019 Financing Transaction" means the transactions executed in connection with the 2019 Credit Agreement.

10. "2020 Revolver Joinder Agreement" means that certain Joinder Agreement to the 2016 Credit Agreement, dated as of April 30, 2020, by and among the New Lenders (as defined therein), RCPC, the other Loan Parties (as defined in the 2016 Credit Agreement) party thereto, and the 2016 Agent.

11. "2020 Term B-1 Loan Claim" means any Claim on account of the 2020 Term B-1 Loans derived from, based upon, relating to, or arising under the BrandCo Credit Agreement.

12. "2020 Term B-1 Loan Claims Allowed Amount" means the full outstanding amount of the 2020 Term B-1 Loans, including (a) an aggregate outstanding principal amount as of the Petition Date of $938,986,931, (b) the Applicable Premium (as defined in the BrandCo Credit Agreement) in the amount of $98,593,628, and (c) all accrued and unpaid interest, including PIK Interest (as defined in the BrandCo Credit Agreement), accruing on the aggregate outstanding principal amount of the 2020 Term B-1 Loans before or after the Petition Date, at the rate provided for in the BrandCo Credit Agreement, including Section 2.15(d) thereof, through the Effective Date; *provided* that (x) postpetition interest accruing on the Applicable Premium and (y) $20 million of Deferred B-1 Adequate Protection Payments (as defined in the Restructuring Support Agreement) will not be included in the 2020 Term B-1 Loan Claims Allowed Amount and will be waived as a component of the Plan Settlement.

13. "2020 Term B-1 Loans" means the "Term B-1 Loans" as defined in, and issued under, the BrandCo Credit Agreement.

14. "2020 Term B-2 Loan Claim" means any Claim on account of the 2020 Term B-2 Loans derived from, based upon, relating to, or arising under the BrandCo Credit Agreement.

15. "2020 Term B-2 Loan Claims Allowed Amount" means an amount equal to (a) the aggregate outstanding principal amount of the 2020 Term B-2 Loans as of the Petition Date of $936,052,001 *plus* (b) all accrued and unpaid interest on the 2020 Term B-2 Loans as of the Petition Date in the amount of $10,768,797.

16. "2020 Term B-2 Loans" means the "Term B-2 Loans" as defined in, and issued under, the BrandCo Credit Agreement.

17. "2020 Term B-3 Loan Claim" means any Claim on account of the 2020 Term B-3 Loans derived from, based upon, relating to, or arising under the BrandCo Credit Agreement.

18. "2020 Term B-3 Loan Claims Allowed Amount" means an amount equal to (a) the aggregate outstanding principal amount of the 2020 Term B-3 Loans as of the Petition Date of $2,980,287 *plus* (b) all accrued and unpaid interest accrued on the aggregate outstanding principal amount of the 2020 Term B-3 Loans as of the Petition Date in the amount of $36,752.

19. "2020 Term B-3 Loans" means the "Term B-3 Loans" as defined in, and issued under, the BrandCo Credit Agreement.

20. "2020 Term Loan Claims" means, collectively, the 2020 Term B-1 Loan Claims, the 2020 Term B-2 Loan Claims, and the 2020 Term B-3 Loan Claims.

21. "ABL Agents" means MidCap Funding IV Trust, as administrative agent and collateral agent under the ABL Facility Credit Agreement, Crystal Financial LLC d/b/a SLR Credit Solutions, as SISO Term Loan Agent (as defined in the ABL Facility Credit Agreement), and Alter Domus (US) LLC, as Tranche B Administrative Agent (as defined in the ABL Facility Credit Agreement), or, with respect to each of the foregoing, any successor administrative agent or collateral agent as permitted by the terms set forth in the ABL Facility Credit Agreement.

22. "ABL DIP Facility" means the postpetition financing facility provided for under the ABL DIP Facility Credit Agreement and the Final DIP Order.

23. "ABL DIP Facility Agent" means MidCap Funding IV Trust, as administrative agent and collateral agent under the ABL DIP Facility Credit Agreement, or any successor administrative agent or collateral agent as permitted by the terms set forth in the ABL DIP Facility Credit Agreement.

24. "ABL DIP Facility Claim" means any Claim on account of the ABL DIP Facility derived from, based upon, relating to, or arising under the ABL DIP Facility Credit Agreement.

25. "ABL DIP Facility Credit Agreement" means the Super-Priority Senior Secured Debtor-in-Possession Asset-Based Revolving Credit Agreement, dated as of June 30,

2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among RCPC, Holdings, Midcap Funding IV Trust, as administrative agent, collateral agent, and lead arranger, the SISO ABL DIP Facility Agent, and the other lending institutions party thereto from time to time.

26. "ABL DIP Facility Lenders" means the lenders from time to time under the ABL DIP Facility.

27. "ABL Facility Credit Agreement" means the Asset-Based Revolving Credit Agreement dated as of September 7, 2016 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among Holdings, RCPC, the subsidiaries of RCPC party from time to time thereto, MidCap Funding IV Trust, as administrative agent, collateral agent, issuing lender, and swingline lender, Crystal Financial LLC d/b/a SLR Credit Solutions, as SISO Term Loan Agent (as defined therein), Alter Domus (US) LLC, as Tranche B Administrative Agent (as defined therein), and the other lending institutions party from time to time thereto.

28. "Ad Hoc Group of 2016 Term Loan Lenders" means the ad hoc group of Holders of 2016 Term Loan Claims represented by Akin Gump Strauss Hauer & Feld LLP and Moelis & Company.

29. "Ad Hoc Group of BrandCo Lenders" means the ad hoc group of Holders of 2020 Term Loan Claims represented by Davis Polk & Wardwell LLP and Centerview Partners LLC.

30. "Adjusted Aggregate Rights Offering Amount" means the Aggregate Rights Offering Amount after any reduction on account of Excess Liquidity in accordance with the First Lien Exit Facilities Term Sheet and the Plan.

31. "Administrative Claim" means any Claim incurred by the Debtors on or after the Petition Date and before the Effective Date for the costs and expenses of administration of the Estates pursuant to section 503(b) (including Claims arising under section 503(b)(9) of the Bankruptcy Code) or 1114(e)(2) of the Bankruptcy Code, but excluding any Claims arising under section 507(b) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Effective Date of preserving the Estates and operating the Debtors' businesses; (b) Allowed Professional Compensation Claims; (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code; (d) the Backstop Commitment Premium; and (e) the Debt Commitment Premium.

32. "Administrative Claims Bar Date" means the date that is thirty (30) calendar days after the Effective Date, unless otherwise ordered by the Bankruptcy Court, and except with respect to Professional Compensation Claims, which shall be subject to the provisions of Article II.B hereof.

33. "Affiliate" means, with respect to a specified Entity, any other Entity that would fall within the definition assigned to such term in section 101(2) of the Bankruptcy Code, if such specified Entity was a debtor in a case under the Bankruptcy Code.

34. "Aggregate Rights Offering Amount" means $670 million, which represents the aggregate purchase price of the New Common Stock issued pursuant to the Equity Rights Offering, prior to any reduction on account of Excess Liquidity in accordance with the First Lien Exit Facilities Term Sheet and the Plan.

35. "Allowed" means, with respect to any Claim or Interest, except to the extent the Plan provides otherwise, any portion thereof (a) that is allowed under the Plan, by Final Order, or pursuant to a settlement, (b) that is evidenced by a Proof of Claim or Interest, as applicable, timely filed by the applicable Claims Bar Date or that is not required to be evidenced by a filed Proof of Claim or Interest, as applicable, under the Plan or a Final Order, or (c) that is scheduled by the Debtors as not disputed, contingent, or unliquidated, and as for which no Proof of Claim or Interest, as applicable, has been timely filed; *provided* that, with respect to a Claim or Interest described in clauses (b) and (c) above, such Claim or Interest shall be considered Allowed only if and to the extent that such Claim or Interest is not Disallowed and no objection to the allowance of such Claim or Interest is interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim or Interest has been Allowed by a Final Order; *provided*, *further* that a Talc Personal Injury Claim shall only be Allowed in accordance with the PI Claims Distribution Procedures. Except as otherwise specified in the Plan or any Final Order, the amount of an Allowed Claim shall not include interest or other charges on such Claim from and after the Petition Date. No Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor or Reorganized Debtor, as applicable.

36. "Alternative Restructuring Proposal" has the meaning set forth in the Restructuring Support Agreement.

37. "Amended CEO Employment Agreement" means the existing employment agreement of the Debtors' chief executive officer, as amended and restated in accordance with the CEO Employment Agreement Term Sheet, which shall be in all respects in form and substance consistent with the CEO Employment Agreement Term Sheet and acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

38. "Amended Revlon Executive Severance Pay Plan" means the existing executive severance plan for directors and above, as amended and restated in accordance with the Executive Severance Term Sheet, which may consist of one or more separate plan documents, and which shall be in all respects in form and substance consistent with the Executive Severance Term Sheet and acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

39. "Backstop Commitment Agreement" means that certain Amended and Restated Backstop Commitment Agreement, dated February 21, 2023 (including all exhibits, annexes, and schedules thereto and as amended, supplemented, or modified pursuant to the terms thereof), by and among the Debtors and the Equity Commitment Parties.

40. "Backstop Commitment Premium" means a commitment premium equal to 12.5% of the Aggregate Rights Offering Amount, payable to the Equity Commitment Parties in shares of New Common Stock issued on the Effective Date at the ERO Price Per Share, in

accordance with the Backstop Commitment Agreement; *provided* that, in the event the Equity Rights Offering is not consummated, the Backstop Commitment Premium shall be payable in cash to the extent provided in the Backstop Commitment Agreement.

41. "Backstop Motion" means the motion seeking approval of the Backstop Commitment Agreement, which shall be in form and substance acceptable solely to the Debtors and the Required Consenting 2020 B-2 Lenders.

42. "Backstop Order" means the order entered by the Bankruptcy Court (a) approving and authorizing the Debtors' entry into (i) the Backstop Commitment Agreement and other Equity Rights Offering Documents, including the Debtors' obligation to pay the Backstop Commitment Premium and (ii) the Debt Commitment Letter, including the Debtors' obligation to pay the premiums and discounts on the Incremental New Money Facility in accordance therewith, (b) which order may be the Disclosure Statement Order, and (c) which shall be in form and substance acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

43. "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as may be amended from time to time.

44. "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of New York, or any other court having jurisdiction over the Chapter 11 Cases, including to the extent of any withdrawal of the reference under section 157(d) of the Judicial Code, the United States District Court for the Southern District of New York.

45. "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

46. "BrandCo Agent" means Jefferies Finance LLC, in its capacity as administrative agent and each collateral agent under the BrandCo Credit Agreement, or any successor administrative agent or collateral agent as permitted by the terms set forth in the BrandCo Credit Agreement.

47. "BrandCo Credit Agreement" means the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among Holdings, RCPC, the BrandCo Agent, and the lenders party thereto from time to time.

48. "BrandCo Entities" collectively, each of (a) Beautyge I, (b) Beautyge II, LLC, (c) BrandCo Almay 2020 LLC, (d) BrandCo Charlie 2020 LLC, (e) BrandCo CND 2020 LLC, (f) BrandCo Curve 2020 LLC, (g) BrandCo Elizabeth Arden 2020 LLC, (h) BrandCo Giorgio Beverly Hills 2020 LLC, (i) BrandCo Halston 2020 LLC, (j) BrandCo Jean Nate 2020 LLC, (k) BrandCo Mitchum 2020 LLC, (l) BrandCo Multicultural Group 2020 LLC, (m) BrandCo PS 2020 LLC, and (n) BrandCo White Shoulders 2020 LLC.

49. "BrandCo Financing Transaction" means the transactions executed in connection with the BrandCo Credit Agreement.

50. "BrandCo Lender Group Advisors" means Davis Polk & Wardwell LLP, Kobre & Kim LLP, Goodmans LLP, Centerview Partners LLC, and The Boston Consulting Group, Inc., and each other special or local counsel or other professional retained by the Ad Hoc Group of BrandCo Lenders, each in their capacity as advisors to the Ad Hoc Group of BrandCo Lenders or in their capacity as advisors to the members thereof.

51. "BrandCo Settlement Termination Date" has the meaning set forth in the Restructuring Support Agreement.

52. "BrandCo Third Lien Guaranty Claim" means any 2020 Term B-3 Loan Claim against a BrandCo Entity.

53. "Breach Notice" has the meaning set forth in the Restructuring Support Agreement.

54. "Business Day" means any day, other than a Saturday, Sunday, or any other day on which banking institutions in New York, New York are authorized or required by law or executive order to close.

55. "Canadian Recognition Proceeding" means the proceeding commenced before the Ontario Superior Court of Justice (Commercial List) pursuant to the Companies' Creditors Arrangement Act to recognize the Chapter 11 Cases in Canada.

56. "Case Management Procedures" means the procedures set forth in the *Revised Order (A) Establishing Certain Notice, Case Management, and Administrative Procedures and (B) Granting Related Relief* [Docket No. 279].

57. "Cash" means the legal tender of the United States of America and equivalents thereof, including bank deposits and checks.

58. "Cash-Out Backstop Lenders" has the meaning set forth in the Restructuring Support Agreement.

59. "Cause of Action" means, without limitation, any Claim, Interest, claim, damage, remedy, cause of action, controversy, demand, right, right of setoff, action, cross claim, counterclaim, recoupment, claim for breach of duty imposed by law or in equity, action, Lien, indemnity, contribution, reimbursement, guaranty, debt, suit, class action, third-party claim, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, direct or indirect, choate or inchoate, liquidated or unliquidated, suspected or unsuspected, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, under the Bankruptcy Code or applicable non-bankruptcy law, or pursuant to any other theory of law. For the avoidance of doubt, Causes of Action include: (a) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to section 362, 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, or 553 of the Bankruptcy Code or similar non-U.S. or state law; and (d) such claims and

defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code.

60. "CEO Employment Agreement Term Sheet" means the term sheet setting forth the terms and conditions of the amended CEO Employment Agreement, which was provided by counsel to the Debtors to counsel to the Ad Hoc Group of BrandCo Lenders on December 19, 2022.

61. "Chapter 11 Cases" means the jointly administered chapter 11 cases Filed for the Debtors in the Bankruptcy Court and currently styled *In re Revlon, Inc.*, Case No. 22-10760 (DSJ) (Jointly Administered).

62. "Chubb" means ACE American Insurance Company, Federal Insurance Company, Century Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company, and Motor Vehicle Casualty Company and Central National Insurance Company of Omaha (but only with respect to policies issued through Cravens, Dargan & Company, Pacific Coast), and each of their respective U.S.-based affiliates, successors, and predecessors and each solely in their capacity as an insurer or successor in interest thereto.

63. "Chubb Insurance Contracts" means all insurance policies that have been issued by Chubb and provide coverage at any time to any of the Debtors (or any of their predecessors), and all agreements, documents or instruments relating thereto.

64. "Claim" means any "claim," as defined in section 101(5) of the Bankruptcy Code, against a Debtor.

65. "Claims Bar Date" means October 24, 2022, or such other date established by the Plan or by order of the Bankruptcy Court by which Proofs of Claim must be filed with respect to Claims.

66. "Claims Objection Deadline" means the deadline for objecting to a Claim asserted against a Debtor, which shall be on the date that is the later of: (a)(i) with respect to Administrative Claims (other than Professional Compensation Claims), 90 days after the Administrative Claims Bar Date or (ii) with respect to all other Claims (other than Professional Compensation Claims), 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by the Debtors or the Reorganized Debtors, as applicable, or by an order of the Bankruptcy Court for objecting to such Claims.

67. "Claims Register" means the official register of Claims against the Debtors maintained by the Voting and Claims Agent.

68. "Class" means a category of Claims or Interests classified together as set forth in Article III hereof pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

69. "Class 4 Equity Electing Claims" means all Allowed OpCo Term Loan Claims for which the Holder thereof makes the Class 4 Equity Election; *provided* that, if the Class 4 Equity Election is made for less than $543 million of Allowed OpCo Term Loan Claims in the aggregate, each eligible Holder of an Allowed OpCo Term Loan Claim for which the Class 4

Equity Election was not made shall be deemed to have made the Class 4 Equity Election for such Claims in an amount equal to such Holder's Pro Rata share (determined based on such Holder's Allowed OpCo Term Loan Claims for which a Class 4 Equity Election was not made as a percentage of all eligible Allowed OpCo Term Loan Claims for which a Class 4 Equity Election was not made) of $543 million *minus* the aggregate amount of Allowed OpCo Term Loan Claims for which a Class 4 Equity Election was made; *provided*, *further*, that, notwithstanding the foregoing, Cash-Out Backstop Lenders shall not be eligible to make, and shall not be deemed to make, the Class 4 Equity Election, except as set forth in the Restructuring Support Agreement.

70. "Class 4 Equity Distribution" means 18% of (a) the New Common Stock issued on the Effective Date, prior to and subject to dilution by any New Common Stock issued in connection with the Equity Rights Offering (including, for the avoidance of doubt, any New Common Stock issued pursuant to the Backstop Commitment Agreement), in connection with any MIP Awards, and/or upon the exercise of the New Warrants and (b) the Equity Subscription Rights.

71. "Class 4 Non-Equity Electing Claims" means all Allowed OpCo Term Loan Claims other than Class 4 Equity Electing Claims.

72. "Class 4 Equity Election" means, with respect to an OpCo Term Loan Claim, the election by the Holder thereof to receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share (determined based on such Holder's Class 4 Equity Electing Claims as a percentage of all Class 4 Equity Electing Claims) of the Class 4 Equity Distribution.

73. "Class 6 Equity Distribution" means 82% of (a) the New Common Stock issued on the Effective Date, prior to and subject to dilution by any New Common Stock issued in connection with the Equity Rights Offering (including, for the avoidance of doubt, any New Common Stock issued pursuant to the Backstop Commitment Agreement), in connection with any MIP Awards, and/or upon the exercise of the New Warrants and (b) the Equity Subscription Rights.

74. "Company Entities" means Revlon, Inc. and its directly- and indirectly-owned subsidiaries.

75. "Confirmation" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

76. "Confirmation Date" means the date upon which Confirmation occurs.

77. "Confirmation Hearing" means the confirmation hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time, including after delivery of any Breach Notice by the Required Consenting BrandCo Lenders, until (a) such alleged breach is cured or (b) the Bankruptcy Court determines that there is no breach under the Restructuring Support Agreement.

78. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code and approving the transactions contemplated thereby, which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

79. "Consenting 2016 Lenders" has the meaning set forth in the Restructuring Support Agreement.

80. "Consenting BrandCo Lenders" has the meaning set forth in the Restructuring Support Agreement.

81. "Consenting Creditor Parties" has the meaning set forth in the Restructuring Support Agreement.

82. "Consenting Unsecured Noteholder" means, in the event that Class 8 votes to reject the Plan, each Holder of an Unsecured Notes Claim that (a) votes to accept the Plan on account of its Unsecured Notes Claim, and (b) does not, directly or indirectly, object to, or otherwise impede, delay, or interfere with, solicitation, acceptance, Confirmation, or Consummation of the Plan.

83. "Consenting Unsecured Noteholder Recovery" means, with respect to each Consenting Unsecured Noteholder, 50% of such Consenting Unsecured Noteholder's Pro Rata share of the Unsecured Notes Settlement Distribution if Class 8 had voted to accept the Plan.

84. "Consummation" means the occurrence of the Effective Date.

85. "Contract Rejection Claim" means a Claim arising from the rejection of an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

86. "Creditors' Committee" means the official committee of unsecured creditors appointed in the Chapter 11 Cases by the U.S. Trustee on June 24, 2022 pursuant to section 1102(a)(1) of the Bankruptcy Code, as such committee may be reconstituted from time to time.

87. "Creditors' Committee Settlement Conditions" means, unless otherwise waived by the Required Consenting BrandCo Lenders, (a) the BrandCo Settlement Termination Date shall not have occurred and (b) the Required Consenting BrandCo Lenders shall have not sent a Breach Notice that remains uncured and that, with the passage of time, would result in the occurrence of the BrandCo Settlement Termination Date.

88. "Cure Claim" means a Claim against any Debtor based upon such Debtor's monetary default under an Executory Contract or Unexpired Lease at the time such contract or lease is assumed or assumed and assigned by such Debtor or Reorganized Debtor, as applicable, pursuant to section 365 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

89. "Cure Notice" means a notice of a proposed amount of Cash to be paid on account of a Cure Claim in connection with an Executory Contract or Unexpired Lease to be

assumed, or assumed and assigned, under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include the amount of Cure Claim (if any) to be paid in connection therewith.

90. "Debt Commitment Letter" means that certain $200,000,000 Incremental New Money Facility Backstop Commitment Letter, dated January 17, 2023 (as may be amended, supplemented, or modified from time to time), by and among the Debt Commitment Parties and RCPC, setting forth the commitment of the Debt Commitment Parties to provide the Incremental New Money Facility.

91. "Debt Commitment Parties" means the "Backstop Parties" as defined in the Debt Commitment Letter.

92. "Debt Commitment Premium" means the commitment premium under the Debt Commitment Letter, which shall be 3.00% of the aggregate principal amount of the Incremental New Money Facility, payable to the Debt Commitment Parties in accordance with the Debt Commitment Letter.

93. "Debtor Release" means the releases set forth in Article X.D of the Plan.

94. "Debtors" means, collectively: Revlon, Inc.; Revlon Consumer Products Corporation; Almay, Inc.; Art & Science, Ltd.; Bari Cosmetics, Ltd.; Beautyge Brands USA, Inc.; Beautyge U.S.A., Inc.; Charles Revson Inc.; Creative Nail Design, Inc.; Cutex, Inc.; DF Enterprises, Inc.; Elizabeth Arden (Financing), Inc.; Elizabeth Arden Investments, LLC; Elizabeth Arden NM, LLC; Elizabeth Arden Travel Retail, Inc.; Elizabeth Arden USC, LLC; Elizabeth Arden, Inc.; FD Management, Inc.; North America Revsale Inc.; OPP Products, Inc.; PPI Two Corporation; RDEN Management, Inc.; Realistic Roux Professional Products Inc.; Revlon Development Corp.; Revlon Government Sales, Inc.; Revlon International Corporation; Revlon Professional Holding Company LLC; Riros Corporation; Riros Group Inc.; RML, LLC; Roux Laboratories, Inc.; Roux Properties Jacksonville, LLC; SinfulColors Inc.; Beautyge II, LLC; BrandCo Almay 2020 LLC; BrandCo Charlie 2020 LLC; BrandCo CND 2020 LLC; BrandCo Curve 2020 LLC; BrandCo Elizabeth Arden 2020 LLC; BrandCo Giorgio Beverly Hills 2020 LLC; BrandCo Halston 2020 LLC; BrandCo Jean Nate 2020 LLC; BrandCo Mitchum 2020 LLC; BrandCo Multicultural Group 2020 LLC; BrandCo PS 2020 LLC; BrandCo White Shoulders 2020 LLC; Beautyge I; Elizabeth Arden (Canada) Limited; Elizabeth Arden (UK) Ltd.; Revlon Canada Inc.; and Revlon (Puerto Rico) Inc.

95. "Definitive Documents" means the Plan (including, for the avoidance of doubt, all exhibits, annexes, amendments, schedules, and supplements related thereto, including the Plan Supplement), the Confirmation Order, the Solicitation Materials, including the Disclosure Statement, the Disclosure Statement Order, the Exit Facilities Documents, including the Debt Commitment Letter, the Equity Rights Offering Documents, including the Backstop Commitment Agreement, the Backstop Order, and the Equity Rights Offering Procedures, the New Organizational Documents, the PI Claims Distribution Procedures, the GUC Trust Agreement, the PI Settlement Fund Agreement, the New Warrant Agreement, the documentation setting the Distribution Record Date and means of distribution under the Plan and the procedures for designating the recipients of distributions under the Plan, all other documents, motions, pleadings, briefs, applications, orders, agreements, supplements, and other filings, including any summaries

or term sheets in respect thereof, that are directly related to any of the foregoing or as may be reasonably necessary or advisable to implement the Restructuring Transactions, and all materials relating to the foregoing that are filed in the Canadian Recognition Proceeding or any other foreign proceeding commenced by any Debtor in connection with the Restructuring Transactions, which, in each case, shall be in form and substance consistent with the Restructuring Support Agreement, including the consent rights therein.

96. "Description of Transaction Steps" means a document, to be included in the Plan Supplement, which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders, that sets forth the material components of the Restructuring Transactions and a description of the steps to be carried out to effectuate the Restructuring Transactions in accordance with the Plan, including the reorganization of the Reorganized Debtors and the issuance of New Common Stock, the New Warrants, and the other distributions under the Plan, through the Chapter 11 Cases, the Plan, or any Definitive Documents, and the intended tax treatment of such steps.

97. "DIP Agents" means, collectively, the ABL DIP Facility Agent, the Term DIP Facility Agent, and the SISO ABL DIP Facility Agent.

98. "DIP Claim" means any ABL DIP Facility Claim, Term DIP Facility Claim, or Intercompany DIP Facility Claim.

99. "DIP Facilities" means, collectively, the ABL DIP Facility, the Intercompany DIP Facility, and the Term DIP Facility.

100. "DIP Lender" means each lender from time to time under the ABL DIP Facility, the Intercompany DIP Facility, or the Term DIP Facility.

101. "DIP Orders" means, together, the Interim DIP Order and the Final DIP Order.

102. "Disallowed" means, with respect to any Claim or Interest, a portion thereof that (a) is disallowed under the Plan (including, with respect to Talc Personal Injury Claims, pursuant to the PI Claims Distribution Procedures), by Final Order, or pursuant to a settlement, (b) is scheduled by the Debtors at zero dollars ($0) or as contingent, disputed, or unliquidated and as to which a Claims Bar Date has been established but no Proof of Claim was timely filed or deemed timely filed pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court, including the order approving the Claims Bar Date, or otherwise deemed timely filed under applicable law, or (c) is not scheduled by the Debtors and as to which a Claims Bar Date has been established but no Proof of Claim has been timely filed or deemed timely filed pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.

103. "Disbursing Agent" means: (a) except as provided in the following clauses (b), (c), or (d), the Reorganized Debtors or the Entity or Entities selected by the Reorganized Debtors to make or facilitate distributions contemplated under the Plan, which Entity may include the Voting and Claims Agent; (b) with respect to Unsecured Notes Claims, the Unsecured Notes Indenture Trustee; (c) with respect to General Unsecured Claims (other than Talc Personal Injury

Claims), the GUC Administrator; and (d) with respect to the Talc Personal Injury Claims, the PI Claims Administrator.

104. "Disclosure Statement" means the disclosure statement (as it may be amended, supplemented, or modified from time to time) for the Plan, including all exhibits and schedules thereto and references therein, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code, which shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting BrandCo Lenders.

105. "Disclosure Statement Order" means the order entered by the Bankruptcy Court approving the Disclosure Statement as containing, among other things, "adequate information" as required by section 1125 of the Bankruptcy Code and solicitation procedures related thereto, which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

106. "Disputed" means, with respect to any Claim or Interest, a Claim or Interest that is not yet Allowed or Disallowed.

107. "Distribution Record Date" means, except with respect to Holders of Unsecured Notes Claims, the date for determining which Holders of Allowed Claims and Interests are eligible to receive distributions pursuant to the Plan, which date shall be the Confirmation Date or such other date that is selected by the Debtors with the consent of the Required Consenting BrandCo Lenders. The Distribution Record Date shall not apply to any holders of Unsecured Notes Claims, who shall receive a distribution, if any, in accordance with Article VIII.E of the Plan.

108. "DTC" means the Depository Trust Company.

109. "Effective Date" means (a) the date that is the first Business Day on which all conditions to the occurrence of the Effective Date have been satisfied or waived pursuant to Article XI.A and Article XI.B or (b) such later date as agreed to by the Debtors and the Required Consenting BrandCo Lenders.

110. "Eligible Holder" means each Holder (as of the record date for the Equity Subscription Rights as set forth in the Equity Rights Offering Procedures) of an Allowed 2020 Term B-2 Loan Claim and/or an Allowed OpCo Term Loan Claim.

111. "Employment Obligations" means all contracts, agreements, arrangements, policies, programs, and plans for, among other things, compensation, bonuses, reimbursement, indemnity, health care benefits, disability benefits, deferred compensation benefits, travel benefits, vacation and sick leave benefits, savings, severance benefits, including, in the event of a change of control after the Effective Date, retirement benefits, retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), welfare benefits, relocation programs, life insurance, and accidental death and dismemberment insurance, including contracts, agreements, arrangements, policies, programs, and plans for bonuses and other incentives or compensation for the Debtors' current and former employees, directors, officers, consultants, and managers, including executive compensation programs and existing compensation arrangements (including, in each case, any amendments thereto), and including, for the avoidance of doubt, the Canadian Savings Plan, the

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Canadian Savings Match Plan, the U.K. Savings Plan, the Canadian Pension Plan, and the U.K. Pension Plan (each as defined in the Wages Motion); *provided* that Employment Obligations shall not include Non-Qualified Pension Claims.

112. "Enhanced Cash Incentive Program" means an enhanced cash incentive program to be approved and implemented pursuant to the Confirmation Order and otherwise adopted by the Reorganized Debtors as soon as reasonably practicable after the Effective Date (but no later than 21 days after the Effective Date, absent any ordinary course administrative delay that is not caused for purposes of circumventing this requirement by any equity holder or any member of the Reorganized Holdings Board other than the Debtors' chief executive officer), the terms of which shall be consistent with the Restructuring Support Agreement and have been agreed upon by the Debtors and the Required Consenting BrandCo Lenders, for employees that are participants in the KEIP.

113. "Entity" means an entity as such term is defined in section 101(15) of the Bankruptcy Code.

114. "Equity Commitment Parties" has the meaning set forth in the Backstop Commitment Agreement.

115. "Equity Rights Offering" means the equity rights offering to be consummated by Reorganized Holdings on the Effective Date in accordance with the Equity Rights Offering Documents, pursuant to which it shall issue shares of New Common Stock at the ERO Price Per Share for an aggregate price equal to the Aggregate Rights Offering Amount (or, if applicable, the Adjusted Aggregate Rights Offering Amount).

116. "Equity Rights Offering Documents" means the Backstop Commitment Agreement, the Backstop Motion, the Backstop Order, and any and all other agreements, documents, and instruments delivered or entered into in connection with, or otherwise governing, the Equity Rights Offering, including the Equity Rights Offering Procedures, subscription forms, and any other materials distributed in connection with the Equity Rights Offering, which, in each case, shall be in form and substance acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

117. "Equity Rights Offering Participants" means those Eligible Holders who duly subscribe for the shares of New Common Equity pursuant to the Equity Subscription Rights in accordance with the Equity Rights Offering Documents.

118. "Equity Rights Offering Procedures" means those certain rights offering procedures with respect to the Equity Rights Offering, as approved by the Bankruptcy Court, which shall be in form and substance acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

119. "Equity Subscription Rights" means the rights to purchase 70% of the New Common Stock sold pursuant to the Equity Rights Offering at the ERO Price Per Share.

120. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1301-1461, and the regulations promulgated thereunder.

121. "ERO Price Per Share" means the price per share of New Common Stock issued pursuant to the Equity Rights Offering, which shall be determined based on a 30% discount to Plan Equity Value.

122. "Estate" means, with respect to any Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code upon the commencement of its Chapter 11 Case.

123. "Estate Cause of Action" means any Cause of Action that any Debtor may have or be entitled to assert on behalf of its Estate or itself, whether or not asserted.

124. "Excess Liquidity" has the meaning set forth in the First Lien Exit Facilities Term Sheet; *provided* that Excess Liquidity shall be calculated to provide the Reorganized Debtors and their non-Debtor affiliates with a minimum cash balance in an aggregate amount equal to at least $75 million.

125. "Exchange Act" means the U.S. Securities Exchange Act of 1934 (as amended).

126. "Excluded Parties" means, collectively, all Entities liable for Talc Personal Injury Claims in respect of Jean Nate products or other products produced by the Debtors, other than any Debtor or any current or former officer, director, authorized agent, or employee of the Debtors. For the avoidance of doubt, (i) any insurer of the Debtors that may be liable for Talc Personal Injury Claims (to the extent of such insurer's liability for such Talc Personal Injury Claims; for the avoidance of doubt, nothing in this definition shall alter any other provision of this Plan with respect to any obligations unrelated to Talc Personal Injury Claims, if any, of any such insurers), and (ii) Bristol-Myers Squibb Company and its Affiliates shall be Excluded Parties.

127. "Exculpated Parties" means, collectively, and in each case in its capacity as such: (a) the Consenting Creditor Parties; (b) the BrandCo Agent; (c) the DIP Lenders and DIP Agents; (d) the Creditors' Committee and each of its members as of the Effective Date; (e) each Debtor and Reorganized Debtor; and (f) with respect to each of the Entities in the foregoing clauses (a) through (e), each such Entity's current and former Affiliates (regardless of whether such interests are held directly or indirectly); (g) with respect to each of the Entities in the foregoing clauses (a) through (f), each such Entity's current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (h) with respect to each of the Entities in the foregoing clauses (a) through (g), each such Entity's current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals.

128. "Executive Severance Term Sheet" means the term sheet setting forth the terms and conditions of the amended Revlon Executive Severance Pay Plan, which was provided by counsel to the Debtors to counsel to the Ad Hoc Group of BrandCo Lenders on December 19, 2022.

129. "Executory Contract" means a contract to which one or more of the Debtors is a party and that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

130. "Exit ABL Facility" means a new senior secured revolving credit facility, which shall be (a) in an aggregate principal amount and on terms to be set forth in the Exit ABL Facility Documents and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

131. "Exit ABL Facility Credit Agreement" means the credit agreement governing the Exit ABL Facility, which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

132. "Exit ABL Facility Documents" means the Exit ABL Facility Credit Agreement and any and all other agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the Exit ABL Facility, in each case which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

133. "Exit FILO Facility" means a new senior secured first-in, last out term loan facility, which shall be (a) in an aggregate principal amount and on terms to be set forth in the Exit FILO Facility Documents and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

134. "Exit FILO Facility Credit Agreement" means the credit agreement governing the Exit FILO Facility, which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

135. "Exit FILO Facility Documents" means the Exit FILO Facility Credit Agreement and any and all other agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the Exit FILO Facility, in each case which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

136. "Exit Facilities" means, collectively, (a) the First Lien Exit Facilities, consisting of the Take-Back Facility and the Incremental New Money Facility, or the Third-Party New Money Exit Facility, as applicable, (b) the Exit ABL Facility, (c) the Exit FILO Facility, and (d) the New Foreign Facility.

137. "Exit Facilities Agents" means the agent(s) under the Exit Facilities.

138. "Exit Facilities Documents" means, collectively, the First Lien Exit Facilities Documents or the Third-Party New Money Exit Facility Documents, as applicable, the

Exit ABL Facility Documents, the Exit FILO Facility Documents, and the New Foreign Facility Documents.

139. "Exit Facilities Lenders" means the lenders under the Exit Facilities.

140. "Federal Judgment Rate" means the interest rate provided under section 1961 of the Judicial Code, calculated as of the Petition Date.

141. "File," "Filed," or "Filing" means file, filed, or filing with the Bankruptcy Court, the Clerk of the Bankruptcy Court, or any of its or their authorized designees in the Chapter 11 Cases, including, with respect to a Proof of Claim, the Voting and Claims Agent.

142. "FILO ABL Claim" means any Claim on account of the "Tranche B Term Loans," as defined in the ABL Facility Credit Agreement, derived from, based upon, relating to, or arising under the ABL Facility Credit Agreement.

143. "Final DIP Order" means 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* entered by the Bankruptcy Court on August 2, 2022 [Docket No. 330].

144. "Final Order" means an order, ruling, or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the Clerk of the Bankruptcy Court on the docket in the Chapter 11 Cases (or by the clerk of such other court of competent jurisdiction on the docket of such court), which has not been reversed, stayed, modified, amended, or vacated, and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, stay, reargument, or rehearing has been timely taken or is pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order or judgment was appealed, or certiorari shall have been denied, or a new trial, stay, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Bankruptcy Rules.

145. "Financing Transactions Litigation Claims" means any Cause of Action arising out of or related to: (a) the facts and circumstances alleged in the complaint filed in *AIMCO CLO 10 Ltd et al*. v. *Revlon, Inc. et al.*, Adv. Pro. Case No. 1:22-ap-1167 (Bankr. S.D.N.Y.), including all causes of action that were or could have been alleged therein (including any claims asserted or assertable against Citibank, N.A., in its capacity as 2016 Agent) and counterclaims alleged in connection therewith; (b) the facts and circumstances alleged in the complaint filed in *UMB Bank, N.A.* v. *Revlon, Inc., et al.*, No. 1:20-cv-06352 (S.D.N.Y. 2020), including all causes of action alleged therein; (c) the 2019 Financing Transaction and/or BrandCo Financing Transaction, including: (i) the facts and circumstances related to the negotiation of and entry into the 2019 Credit Agreement and any related transactions or agreements, including any related

amendments to the 2016 Credit Agreement; (ii) the facts and circumstances related to the negotiation of and entry into the BrandCo Credit Agreement and any related transactions or agreements, including any related amendments to the 2016 Credit Agreement; (iii) the repayment of any "Obligations" (as defined in the 2016 Credit Agreement), including with borrowings under the 2019 Credit Agreement; (iv) the repayment of any "Obligations" (as defined in the 2016 Credit Agreement), including with borrowings under the BrandCo Credit Agreement; or (v) the facts and circumstances related to the negotiation of and entry into the 2020 Revolver Joinder Agreement and any related transactions or agreements; (d) the Loan Documents (as defined in the 2016 Credit Agreement, the 2019 Credit Agreement, or the BrandCo Credit Agreement), including any intercreditor agreements related thereto; or (e) any associated transactions related to the foregoing clauses (a) through (d).

146. "First Lien Exit Facilities" means the Take-Back Facility and the Incremental New Money Facility.

147. "First Lien Exit Facilities Credit Agreement" means the credit agreement governing the Take-Back Facility and the Incremental New Money Facility, which shall be (a) in the aggregate principal amount and on the terms set forth in the First Lien Exit Facilities Term Sheet, and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

148. "First Lien Exit Facilities Documents" means the First Lien Exit Facilities Credit Agreement, the First Lien Exit Facilities Term Sheet, and any and all other agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the First Lien Exit Facilities, in each case which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

149. "First Lien Exit Facilities Term Sheet" means the term sheet which sets forth the material terms of the First Lien Exit Facilities, which is attached as Exhibit C to the Restructuring Support Agreement.

150. "General Unsecured Claim" means any Talc Personal Injury Claim, Non-Qualified Pension Claim, Trade Claim, or Other General Unsecured Claim.

151. "Global Bonus Program" means the global bonus program to be approved and implemented in the Confirmation Order and otherwise adopted by the Reorganized Debtors as soon as practicable following the Effective Date (but no later than 21 days after the Effective Date, absent any ordinary course administrative delay that is not caused for purposes of circumventing this requirement by any equity holder or any member of the Reorganized Holdings Board other than the Debtors' chief executive officer), the terms of which shall be consistent with the Restructuring Support Agreement and have been agreed upon by the Debtors and the Required Consenting BrandCo Lenders, for (a) employees that will not be participants in the Enhanced Cash Incentive Program but that are currently participants in the KERP, and (b) other employees, as may be mutually agreed upon by the Debtors and the Required Consenting BrandCo Lenders

152. "Governmental Unit" means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

153. "GUC Administrator" means the person appointed to act as trustee of the GUC Trust pursuant to the terms of the GUC Trust Agreement and the Plan.

154. "GUC Settlement Amount" means Cash in an aggregate amount equal to $44 million.

155. "GUC Settlement Top Up Amount" means Cash in an aggregate amount equal to 13% of the aggregate Allowed Contract Rejection Claims in excess of $50 million.

156. "GUC Settlement Total Amount" means the GUC Settlement Amount and the GUC Settlement Top Up Amount.

157. "GUC Trust" means the trust to be established on the Effective Date in accordance with the Plan to administer General Unsecured Claims (other than Talc Personal Injury Claims) in applicable Classes that vote to accept the Plan.

158. "GUC Trust Agreement" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the GUC Trust, which shall be (a) drafted by the Creditors' Committee, (b) included in the Plan Supplement, and (c) in form and substance reasonably acceptable to the Debtors, the Required Consenting 2020 B-2 Lenders, and the Creditors' Committee.

159. "GUC Trust Assets" means, collectively, (a) the GUC Trust/PI Fund Operating Reserve to be administered by the GUC Trust for the GUC Trust and the PI Settlement Fund and allocated by the GUC Administrator and PI Claims Administrator as determined from time to time, (b) the GUC Settlement Total Amount allocable to any of Classes 9(b), (c), and/or (d) of General Unsecured Claims that vote to accept the Plan, and (c) an interest in the portion of the Retained Preference Action Net Proceeds allocable to any of Classes 9(b), (c), and/or (d) of General Unsecured Claims that vote to accept the Plan (up to 63.9% of the Retained Preference Action Net Proceeds); *provided*, *however* that, pursuant to Article IV.A.5 of the Plan, the GUC Administrator, acting for the GUC Trust and as agent for the PI Settlement Fund, shall receive as of emergence 100% of the Retained Preference Actions and prosecute or otherwise liquidate the Retained Preference Actions both on behalf of the GUC Trust and as agent for the PI Settlement Fund, and transfer, solely in the event that Class 9(a) votes to accept the Plan, 36.10% of any Retained Preference Action Net Proceeds to the PI Settlement Fund to be administered in accordance with the terms of the PI Settlement Fund Agreement; *provided further* that any portion of the Retained Preference Action Net Proceeds allocable to any Class of General Unsecured Claims that votes to reject the Plan shall be transferred to the Reorganized Debtors.

160. "GUC Trust Beneficiaries" means the Holders of Classes 9(b), 9(c), and 9(d) Claims, in each case, solely to the extent such Classes vote to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied.

161. "GUC Trust Interest" means a beneficial interest in the GUC Trust.

162. "GUC Trust/PI Fund Operating Expenses" means any and all costs, expenses, fees, taxes, disbursements, debts, or obligations incurred from the operation and administration of the GUC Trust and the PI Settlement Fund, including in connection with the prosecution or settlement of Retained Preference Actions, and all compensation, costs, and fees of the GUC Administrator, the PI Claims Administrator, and any professionals retained by the GUC Trust and/or the PI Settlement Fund.

163. "GUC Trust/PI Fund Operating Reserve" means a reserve to be established solely to pay the GUC Trust/PI Fund Operating Expenses, which reserve shall be (a) funded (i) by the Debtors or the Reorganized Debtors, as applicable, in an amount equal to $4 million (which amount may be increased by up to $1 million by the Bankruptcy Court for good cause shown by the GUC Administrator) *less* the aggregate amount of fees and expenses of members of the Creditors' Committee paid as Restructuring Expenses in excess of $500,000 and (ii) from proceeds of Retained Preference Actions recovered by the GUC Trust (on its own behalf and as agent for the PI Settlement Fund); (b) held in a segregated account and administered by the GUC Administrator for the GUC Trust and as agent for the PI Settlement Fund on and after the Effective Date, and (c) allocated as between the GUC Trust and the PI Settlement Fund by the GUC Administrator and PI Claims Administrator as determined from time to time.

164. "Hair Straightening Advisor Expenses" means the reasonable and necessary documented out-of-pocket fees (including attorneys' fees) and expenses of Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation; Andrews Myers, P.C.; Pryor Cashman LLP; and Burns Bair LLP, each as counsel and/or advisors to certain Hair Straightening Claimants, that are incurred in connection with these Chapter 11 Cases through the Effective Date, up to an aggregate amount not to exceed $1.0 million; *provided* that such fees and expenses shall not include any fees and expenses related to preparing any objections to the Plan, including discovery related thereto.

165. "Hair Straightening Bar Date" means the supplemental bar date of April 11, 2023 at 5:00 p.m., prevailing Eastern Time established for Hair Straightening Claims pursuant to the Hair Straightening Bar Date Order.

166. "Hair Straightening Bar Date Order" means the *Order (I) Establishing Supplemental Deadline for Submitting Hair Straightening Proofs of Claim, (II) Approving the Notice Thereof; and (III) Granting Related Relief* [Docket No. 1574].

167. "Hair Straightening Claim" means any Claim against the Debtors arising out of or related to the alleged use of or exposure to chemical hair straightening or relaxing products produced, manufactured, distributed, or sold by Revlon, Inc. or its affiliated Debtors, or for which Revlon, Inc. or its affiliated Debtors are or are alleged to be liable, including without limitation those hair straightening or relaxing products marketed under the brands "Crème of Nature", "African Pride," "French Perm," "Fabulaxer," "Revlon Professional," "Revlon Realistic," "Herbarich," or "All Ways Natural Relaxer" that existed, arose, or is deemed to have arisen, prior to the Petition Date, no matter how remote, contingent, unliquidated, manifested or unmanifested, that has not been settled, compromised or otherwise resolved. For the avoidance of doubt, any Claims of the Debtors' insurers shall not be considered Hair Straightening Claims.

168. "Hair Straightening Claimant" means any Holder of a Hair Straightening Claim.

169. "Hair Straightening Claims Defense Costs" means any expense directly allocable to any Hair Straightening Claim under any insurance policy (including, but not limited to expenses arising from: (i) all supplementary payments as defined under any such applicable insurance policy; (ii) all court costs, fees, and expenses; (iii) all costs, fees, and expenses incurred for or in connection with all attorneys, witnesses, experts, depositions, reported or recorded statements, summonses, service of process, legal transcripts, or testimony, copies of any public records, alternative dispute resolution proceedings, investigative services, non-employee adjusters, medical examinations, autopsies, or medical cost containment; (iv) declaratory judgment, subrogation claims and proceedings; (v) any other fees, costs, or expenses reasonably chargeable to the investigation, negotiation, settlement, or defense of any Hair Straightening Claim under any insurance policy or agreement; and (vi) any interest accrued in connection with the foregoing) that a Debtor or Reorganized Debtor is required to pay directly or to reimburse an applicable insurer for pursuant to the terms of the applicable insurance policy and any agreements, documents, or instruments relating thereto (each as construed in accordance with applicable non-bankruptcy law).

170. "Hair Straightening Deductible or SIR Obligation" has the meaning set forth in Article VIII.L.3.

171. "Hair Straightening Liquidation Action" has the meaning set forth in Article IX.A.6.

172. "Hair Straightening MDL" means the multidistrict litigation titled *In re Hair Relaxer Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 3060, currently pending in the Northern District of Illinois.

173. "Hair Straightening Proof of Claim" means a Proof of Claim evidencing a Hair Straightening Claim that is timely and properly filed in accordance with the Hair Straightening Bar Date Order or that is otherwise deemed timely and properly filed pursuant to a Final Order finding excusable neglect or a stipulation with the Debtors or Reorganized Debtors, as applicable.

174. "Holder" means an Entity holding a Claim or Interest, as applicable.

175. "Holdings" means Revlon, Inc.

176. "Impaired" means, with respect to any Class of Claims or Interests, a Class of Claims or Interests that is not Unimpaired.

177. "Incremental New Money Facility" means the new money credit facility contemplated under the Debt Commitment Letter, which shall be (a) in the aggregate principal amount and on the terms set forth in the First Lien Exit Facilities Term Sheet and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

178. "Indemnification Provisions" means each of the Debtors' indemnification provisions currently in place as of the Petition Date, whether in the Debtors' bylaws, certificates

of incorporation, other formation documents, board resolutions, or in the contracts of the current and former directors, officers, managers, employees, attorneys, other professionals, and agents of the Debtors.

179. "Intercompany Claim" means any Claim held by a Debtor or a direct or indirect subsidiary of a Debtor, other than an Intercompany DIP Facility Claim.

180. "Intercompany DIP Facility" means the postpetition superpriority junior secured debtor-in-possession intercompany credit facility provided for under the Final DIP Order.

181. "Intercompany DIP Facility Claim" means any Claim held by a BrandCo Entity derived from, based upon, relating to, or arising under the Intercompany DIP Facility.

182. "Intercompany DIP Facility Lenders" means the lenders from time to time under the Intercompany DIP Facility.

183. "Intercompany Interest" means an Interest (other than Interests in Holdings) held by a Debtor or a Debtor Affiliate.

184. "Interest" means any common stock, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit, or share in a Debtor, including all issued, unissued, authorized, or outstanding shares of capital stock of the Debtors and any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

185. "Interim Compensation Order" means the *Order Authorizing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Docket No. 259].

186. "Interim DIP Order" means the *Interim 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, (V) Scheduling A Final Hearing, and (VI) Granting Related Relief* [Docket No. 70].

187. "IRC" means the Internal Revenue Code of 1986, as amended.

188. "Judicial Code" means title 28 of the United States Code, 28 U.S.C. §§ 1-5001.

189. "KEIP" means the key employee incentive plan approved pursuant to the *Order Approving the Debtors' Key Employee Incentive Plan* [Docket No. 705].

190. "KERP" means the key employee retention plan approved pursuant to the *Order Approving the Debtors' Key Employee Retention Plan* [Docket No. 281].

191. "Lien" means a lien as defined in section 101(37) of the Bankruptcy Code.

192. "LLC Agreement" means the limited liability company agreement for Reorganized Holdings, including all exhibits, annexes, and schedules thereto, which shall be in all respects in form and substance acceptable to the Required Consenting 2020 B-2 Lenders and consistent with Article IV.G of the Plan.

193. "Management Incentive Plan" means the management incentive compensation program to be established and implemented by the Reorganized Holdings Board after the Effective Date on terms consistent with the Plan and Confirmation Order.

194. "MDL Direct Filing Order" has the meaning set forth in Article IX.A.6.

195. "MIP Award" means each grant with respect to New Common Stock awarded under the Management Incentive Plan, which shall (a) dilute the New Common Stock issued under the Plan, in connection with the Equity Rights Offering (including the New Common Stock issued in connection with the Backstop Commitment Premium) and/or upon exercise of the New Warrants and (b) have the benefit of anti-dilution protections on account of any New Common Stock issued by the Reorganized Debtors after the Effective Date, upon exercise of the New Warrants.

196. "MIP Equity Pool" means 7.5% of the New Common Stock, on a fully diluted basis, to be reserved to grant awards pursuant to the Management Incentive Plan in accordance with Article IV.N.

197. "Netting Agreement Indemnity Claims" means any and all Claims of the 2016 Agent arising from, in connection with, or with respect to any netting agreements by and among RCPC and the BrandCo Agent, on the one hand, and lender(s) party to the BrandCo Credit Agreement from time to time, on the other hand, including but not limited to those described in proofs of claim numbers 1516-1517, 1563, 1566, 1611, 1616, 1628, 1646, 1652, and 1656-1662 filed by the 2016 Agent, which, for the avoidance of doubt, shall be classified as Other General Unsecured Claims.

198. "New Boards" means, collectively, the Reorganized Holdings Board and the New Subsidiary Boards, as initially established on the Effective Date in accordance with the terms of the Plan and the applicable New Organizational Documents.

199. "New Common Stock" means the limited liability company interests in Reorganized Holdings to be issued on or after the Effective Date.

200. "New Foreign Facility" means a new foreign term loan facility entered into by certain of the Debtors' non-Debtor Affiliates, which shall be (a) in an aggregate principal amount and on terms to be set forth in the New Foreign Facility Documents and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

201. "New Foreign Facility Documents" means the credit agreement and any and all other agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, and

instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the New Foreign Facility, in each case which shall be in all respects in form and substance acceptable to the Debtors or their non-Debtor Affiliates that are party thereto, and the Required Consenting BrandCo Lenders.

202. "New Organizational Documents" means the LLC Agreement and the other organizational and governance documents for the Reorganized Debtors, including, as applicable, the certificates or articles of incorporation, certificates of formation, certificates of organization, certificates of limited partnership, certificates of conversion, limited liability company agreements, operating agreements, limited partnership agreements, stockholder or shareholder agreements, bylaws, indemnification agreements, any registration rights agreements (or equivalent governing documents of any of the foregoing), and the New Shareholders' Agreement, if applicable, in each case in form and substance acceptable to the Required Consenting 2020 B-2 Lenders and consistent with section 1123(a)(6) of the Bankruptcy Code and Article IV.G of the Plan.

203. "New Securities" means, together, the New Common Stock, the Equity Subscription Rights, and New Warrants (including any New Common Stock issued upon the exercise of the Equity Subscription Rights, and/or the exercise of the New Warrants).

204. "New Shareholders' Agreement" means that certain shareholders' agreement, if any, effective as of the Effective Date, addressing certain matters relating to New Common Stock, a form of which will be included in the Plan Supplement, if applicable, and which shall be in form and substance acceptable to the Required Consenting 2020 B-2 Lenders.

205. "New Subsidiary Boards" means, with respect to each of the Reorganized Debtors other than Reorganized Holdings, the initial board of directors, board of managers, or member, as the case may be, of each such Reorganized Debtor.

206. "New Warrant Agreement" means the warrant agreement to be entered into by Reorganized Holdings that will govern the New Warrants, the form of which shall be included in the Plan Supplement and which shall (a) be consistent with the Plan, (b) be in form and substance acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders, and, solely to the extent required under the Restructuring Support Agreement, reasonably acceptable to the Creditors' Committee, and (c) provide, without limitation: (i) that to the fullest extent permitted by applicable law, the New Warrants shall be deemed issued pursuant to Section 1145 of the Bankruptcy Code and entitled to the rights and benefits accorded to holders of securities issued pursuant to a reorganization plan pursuant to that provision; (ii) for a cashless right of exercise; (iii) customary anti-dilution provisions; (iv) no Black-Scholes or any similar protection; and (v) that amendments to terms that are customarily deemed fundamental in similar instruments shall require the consent of each holder affected thereby.

207. "New Warrants" means new 5-year warrants exercisable to purchase an aggregate number of shares of New Common Stock equal to (after giving effect to the full exercise of such warrants and the Equity Rights Offering, but subject to dilution by any New Common Stock issued in connection with any MIP Awards) 11.75% of the New Common Stock, which will be issued by Reorganized Holdings on the Effective Date pursuant to the New Warrant Agreement, with a strike price set at an enterprise value of $4 billion.

208. "Non-BrandCo Entities" means Company Entities that are not BrandCo Entities.

209. "Non-Qualified Pension Claim" means any Claim held by a former employee of the Debtors arising from any of the Debtors' nonqualified supplemental income plans or agreements, including (a) the Revlon Supplementary Retirement Plan, (b) the Revlon Pension Equalization Plan, (c) the Excess Savings Plan, (d) the Foreign Service Employees Pension Plan, or (e) any individual agreement.

210. "Non-Voting Disputed Claims" means Claims that are subject to a pending objection by the Debtors that are not entitled to vote the disputed portion of their claim pursuant to the Solicitation and Voting Procedures.

211. "OpCo Debtors" means the Debtors other than the BrandCo Entities.

212. "OpCo Term Loan Claim" means any (a) 2016 Term Loan Claim against any OpCo Debtor or (b) 2020 Term B-3 Loan Claim against any OpCo Debtor.

213. "Other General Unsecured Claim" means any Claim, other than an Administrative Claim (including any Professional Compensation Claims), a Priority Tax Claim, a DIP Claim, an Other Secured Claim, an Other Priority Claim, a FILO ABL Claim, a 2020 Term B-1 Loan Claim, a 2020 Term B-2 Loan Claim, a 2020 Term B-3 Loan Claim, a 2016 Term Loan Claim, an Unsecured Notes Claim, a Talc Personal Injury Claim, a Non-Qualified Pension Claim, a Trade Claim, a Qualified Pension Claim, a Retiree Benefit Claim, or an Intercompany Claim, and including, for the avoidance of doubt, (a) all Contract Rejection Claims, (b) Hair Straightening Claims, and (c) any indemnity Claim by contract counterparties of the Debtors related to a Talc Personal Injury Claim.

214. "Other GUC Settlement Distribution" means (a) 18.77% of (i) the GUC Settlement Amount and (ii) any Retained Preference Action Net Proceeds *plus* (b) the GUC Settlement Top Up Amount, which, in each case, shall be (x) if Class 9(d) votes to accept the Plan, allocated to Holders of Allowed Other General Unsecured Claims for distribution in accordance with the Plan or (y) if Class 9(d) votes to reject the Plan, retained by (or, with respect to any Retained Preference Action Net Proceeds, remitted to) the Reorganized Debtors.

215. "Other Priority Claim" means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

216. "Other Secured Claim" means any Secured Claim, other than an ABL DIP Facility Claim, a Term DIP Facility Claim, an Intercompany DIP Facility Claim, a 2016 Term Loan Claim, a 2020 Term B-1 Loan Claim, a 2020 Term B-2 Loan Claim, a 2020 Term B-3 Loan Claim, or a FILO ABL Claim.

217. "PBGC" means the Pension Benefit Guaranty Corporation, a wholly owned United States government corporation, and an agency of the United States created by ERISA.

218. "<u>Pension Settlement Distribution</u>" means 19.86% of (a) the GUC Settlement Amount and (b) any Retained Preference Action Net Proceeds, which, in each case, shall be (x) if Class 9(b) votes to accept the Plan, allocated to Holders of Allowed Non-Qualified Pension Claims for distribution in accordance with the Plan or (y) if Class 9(b) votes to reject the Plan, retained by (or, with respect to any Retained Preference Action Net Proceeds, remitted to) the Reorganized Debtors.

219. "<u>Person</u>" means a person as such term is defined in section 101(41) of the Bankruptcy Code.

220. "<u>Petition Date</u>" means June 15, 2022.

221. "<u>PI Claims Administrator</u>" means the person appointed to administer the PI Settlement Fund pursuant to the terms of the PI Settlement Fund Agreement, the PI Claims Distributions Procedures, and the Plan.

222. "<u>PI Claims Distribution Procedures</u>" means the claims distribution procedures for distributions to Holders of Talc Personal Injury Claims, to be developed by or at the direction of the Creditors' Committee, which shall be reasonably acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

223. "<u>PI Settlement Fund</u>" means the trust or escrow established to administer distributions from the PI Settlement Fund Assets to the Holders of Talc Personal Injury Claims, in accordance with the PI Settlement Fund Agreement, the PI Claims Distribution Procedures, and the Plan.

224. "<u>PI Settlement Fund Agreement</u>" means the agreement establishing and delineating the terms and conditions for the creation and operation of the PI Settlement Fund, which shall be (a) included in the Plan Supplement, and (b) in form and substance reasonably acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

225. "<u>PI Settlement Fund Assets</u>" means collectively (a) the PI Settlement Fund's interest in the GUC Trust/PI Fund Operating Reserve, (b) the GUC Settlement Amount allocable to Class 9(a) (Talc Personal Injury Claims), and (c) an interest in 36.10% of Retained Preference Action Net Proceeds (to be transferred to the PI Settlement Fund by the GUC Administrator as and when realized pursuant to <u>Article IV.A.5</u> of the Plan), in each case, only in the event that Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied.

226. "<u>Plan</u>" means this joint chapter 11 plan and all exhibits, supplements, appendices, and schedules hereto, as may be altered, amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, including the Plan Supplement (as altered, amended, supplemented, or otherwise modified from time to time), which is incorporated herein by reference and made part of the Plan as if set forth herein and which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders, and, to solely the extent required under the Restructuring Support Agreement, reasonably acceptable to the Creditors' Committee and the Required Consenting 2016 Lenders.

227. "Plan Equity Value" means approximately $1.58 billion.

228. "Plan Objection Deadline" means the plan objection deadline approved by the Bankruptcy Court pursuant to the Disclosure Statement Order or as otherwise set by the Bankruptcy Court.

229. "Plan Settlement" shall have the meaning set forth in Article X.A.

230. "Plan Supplement" means the compilation of documents, term sheets setting forth the material terms of documents, and forms of documents, agreements, schedules, and exhibits to the Plan, which shall, in each case, be in form and substance consistent with the Restructuring Support Agreement (including the consent rights therein), to be Filed by the Debtors no later than seven (7) days prior to the Plan Objection Deadline or such later date as may be approved by the Bankruptcy Court, and additional documents filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement, as may be amended, modified, or supplemented from time to time. The Plan Supplement may include the following, or the material terms of the following, as applicable: (a) the New Organizational Documents for Reorganized Holdings; (b) the Schedule of Rejected Executory Contracts and Unexpired Leases; (c) the Schedule of Retained Causes of Action; (d) the identity of the initial members of the Reorganized Holdings Board; (e) the Description of Transaction Steps; (f) the First Lien Exit Facilities Credit Agreement; (g) the Exit ABL Facility Credit Agreement; (h) the Exit FILO Facility Credit Agreement; (i) the Third-Party New Money Exit Facility Credit Agreement (if any); (j) the New Warrant Agreement; (k) the identity of the GUC Administrator; (l) the PI Claims Distribution Procedures; (m) the PI Settlement Fund Agreement; (n) the identity of the PI Claims Administrator; and (o) the GUC Trust Agreement. Subject to the terms of the Restructuring Support Agreement (including the consent rights set forth therein), the Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date, and the Reorganized Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement in accordance with applicable law.

231. "Plan TEV" means $3 billion.

232. "Priority Tax Claim" means any Claim of a governmental unit of the type described in section 507(a)(8) of the Bankruptcy Code.

233. "Pro Rata" means, except as otherwise specified herein, the proportion that an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of the Allowed Claims and Disputed Claims or Allowed Interests and Disputed Interests, as applicable, in such Class; *provided* that the Pro Rata share of the Talc Personal Injury Settlement Distribution allocable to each Holder of an Allowed Talc Personal Injury Claim shall be calculated by the methodology set forth in the PI Claims Distribution Procedures.

234. "Professional" means an Entity (a) employed pursuant to a Final Order of the Bankruptcy Court in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Effective Date, pursuant to sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code, or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the

Bankruptcy Code. For the avoidance of doubt, the term "Professional" does not include the BrandCo Lender Group Advisors.

235. "Professional Compensation Claims" means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the date of Confirmation under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

236. "Professional Fee Escrow" means an account, which may be interest-bearing, funded by the Debtors with Cash prior to the Effective Date in an amount equal to the Professional Fee Escrow Amount.

237. "Professional Fee Escrow Amount" means the aggregate amount of Professional Compensation Claims and other unpaid fees and expenses that Professionals estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Effective Date, which estimates Professionals shall deliver to the Debtors as set forth in Article II.B of the Plan.

238. "Proof of Claim" means a written proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

239. "Qualified Pension Claim" means any Claim arising from any Qualified Pension Plans, including any Claims filed by the PBGC.

240. "Qualified Pension Plans" means the Debtors' qualified defined benefit plans covered by Title IV of ERISA, including (a) the Revlon Employees' Retirement Plan and (b) the Revlon-UAW Pension Plan.

241. "RCPC" means Revlon Consumer Products Corporation.

242. "Reinstate," "Reinstated," or "Reinstatement," means, with respect to any Claims or Interest, that such Claim or Interest shall be rendered Unimpaired in accordance with section 1124(2) of the Bankruptcy Code.

243. "Released Parties" means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party; *provided*, *further*, that, in each case, an Entity shall not be a Released Party if it: (a) elects to opt out of the releases, if permitted to opt out; (b) does not elect to opt into the releases, if permitted to opt in; (c) files with the Bankruptcy Court an objection to the Plan, including the releases, that is not consensually resolved before Confirmation or supports any such objection or objector; or (d) proposes or supports an Alternative Restructuring Proposal without the Debtors' consent.

244. "Releasing Parties" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor Affiliate; (d) each of the Consenting Creditor Parties; (e) the DIP Lenders; (f) the Creditors' Committee and each of its members in their capacity as such; (g) the DIP Agents; (h) the Unsecured Notes Indenture Trustee; (i) the BrandCo Agent; (j) Citibank, N.A., as the 2016 Agent; (k) the ABL Agents; (l) the Equity Commitment Parties; (m) the Exit Facilities Lenders; (n) the Exit Facilities Agents; (o) each of the

parties to Adv. Proc. No. 22-01167; (p) each Holder of Qualified Pension Claims, Retiree Benefit Claims, or Non-Voting Disputed Claims that does not elect to opt out of the releases contained in the Plan; (q) each Holder of Claims or Interests that is deemed to accept the Plan and does not elect to opt out of the releases contained in the Plan; (r) each Holder of Claims that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the releases contained in the Plan, or (iii) votes to reject the Plan and does not elect to opt out of the releases contained in the Plan; (s) each Holder of Claims that is deemed to reject the Plan but does not elect to opt out of the releases contained in the Plan; (t) each Holder of publicly traded Interests in Holdings that elects to opt in to the releases contained in the Plan; (u) with respect to each of the Entities in the foregoing clauses (a) through (t), each such Entity's current and former Affiliates (regardless of whether such interests are held directly or indirectly); (v) with respect to each of the Entities in the foregoing clauses (a) through (u), each such Entity's current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (w) with respect to each of the Entities in the foregoing clauses (a) through (v), each such Entity's current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals; *provided* that no Holder that votes to accept the Plan shall be entitled to opt out of, and each such Holder shall be deemed to opt into, the releases; *provided*, *further* that, with respect to any Holder of a Claim or Interest (other than any Holder of publicly traded Interests in Holdings) that does not elect to opt out of the releases contained in the Plan in any capacity, and with respect to any Holder of publicly traded Interests in Holdings that opts into the releases contained in the Plan in any capacity, such Holder and each Affiliate of such Holder that is also a Holder of a Claim or Interest shall be deemed to opt into the Third-Party Releases in all capacities.

245. "Reorganized Debtors" means (a) the Debtors, or any successor or assignee thereto, by merger, consolidation, reorganization, or otherwise, on or after the Effective Date and (b) to the extent not already encompassed by clause (a), Reorganized Holdings and any newly formed subsidiaries thereof, on or after the Effective Date, including the Entity or Entities in which the assets of the Estates are vested as of the Effective Date.

246. "Reorganized Holdings" means either, as determined by the Debtors, with the reasonable consent of the Required Consenting BrandCo Lenders, and set forth in the Description of Transaction Steps, (a) Holdings, as reorganized pursuant to and under the Plan, or any successor or assign thereto by merger, consolidation, reorganization, or otherwise, (b) RCPC, or any successor or assign thereto by merger, consolidation, reorganization or otherwise, or (c) a new Entity that may be formed or caused to be formed to, among other things, directly or indirectly acquire substantially all of the assets and/or equity of the Debtors and issue the New Common Stock and New Warrants to be distributed pursuant to the Plan or sold pursuant to the Equity Rights Offering.

247. "Reorganized Holdings Board" means the initial board of managers of Reorganized Holdings on and after the Effective Date, the members of which shall be set forth in the Plan Supplement.

248. "Required Consenting 2016 Lenders" has the meaning set forth in the Restructuring Support Agreement.

249. "Required Consenting 2020 B-2 Lenders" has the meaning set forth in the Restructuring Support Agreement.

250. "Required Consenting BrandCo Lenders" has the meaning set forth in the Restructuring Support Agreement.

251. "Reserved Shares" has the meaning set forth in Article IV.A.3.

252. "Restructuring Expenses" means, collectively, (a) all reasonable and documented fees (including applicable transaction fees, financing fees, completion fees, and attorneys' fees) and expenses of the BrandCo Agent and the BrandCo Lender Group Advisors, (b) reasonable and documented fees (including attorneys' fees) and expenses of the members of the Creditors' Committee, including the Unsecured Notes Indenture Trustee, incurred in connection with these Chapter 11 Cases through the Effective Date, up to an aggregate amount, with respect to this clause (b), not to exceed $1.25 million, (c) the 2016 Term Loan Agent Fees and Expenses (as defined in and solely to the extent payable in accordance with the Final DIP Order), (d) subject to the terms of the Restructuring Support Agreement, the reasonable and documented fees (including applicable transaction fees, financing fees, completion fees, and attorneys' fees) and expenses of (i) the 2016 Term Loan Lender Group Advisors, incurred through February 16, 2023, in an aggregate amount not to exceed $11 million (excluding any fees and expenses paid by the Debtors to 2016 Term Loan Lender Advisors prior to February 16, 2023) and (ii) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Ad Hoc Group of 2016 Term Loan Lenders, incurred after February 16, 2023 through the Effective Date, in an aggregate amount not to exceed $350,000 per month (with such cap prorated for any partial months during such period), solely to the extent incurred in accordance with the Restructuring Support Agreement, and (e) Hair Straightening Advisor Expenses, subject to the following conditions: (i) no Hair Straightening Claimant (either directly or through counsel) has objected to confirmation of the Plan or any matter related thereto; and (ii) no Hair Straightening Claimant (either directly or through counsel) has filed any document, made any statement (other than in furtherance of Confirmation of the Plan), or sought any discovery in or in connection with these Chapter 11 Cases since the filing of the initial Plan Supplement.

253. "Restructuring Support Agreement" means that certain Amended and Restated Chapter 11 Restructuring Support Agreement, dated as of February 21, 2023 (including all exhibits, annexes, and schedules thereto and as may be further amended, supplemented, or modified pursuant to the terms thereof), by and among the Debtors and the Consenting Creditor Parties, which is attached to the Disclosure Statement as **Exhibit B**.

254. "Restructuring Transactions" means the transactions contemplated by the Plan, the Restructuring Support Agreement, and each other Definitive Document, including without limitation the restructuring of the Debtors, the Plan Settlement, the transactions set forth in the Description of Transaction Steps and any other Plan Supplement document, and each other transaction and other action as may be necessary or appropriate to implement the foregoing on the terms set forth in the Plan and the Restructuring Support Agreement, including the issuance of the

New Securities, the incurrence of the Exit Facilities, the creation of the GUC Trust and the PI Settlement Fund (if applicable), and any other transactions as described in Article IV.B of the Plan.

255. "Retained Causes of Action" means any Estate Cause of Action that is not released, waived, or transferred by the Debtors pursuant to the Plan, including the Retained Preference Actions, and the claims and Causes of Action set forth in the Schedule of Retained Causes of Action.

256. "Retained Preference Action" means any Estate Cause of Action arising under section 547 of the Bankruptcy Code, and any recovery action related thereto under section 550 of the Bankruptcy Code, against a vendor of the Debtors (other than any critical vendor reasonably designated by the Debtors or the Reorganized Debtors).

257. "Retained Preference Action Net Proceeds" means the Cash proceeds of any Retained Preference Action recovered by the GUC Trust (on its own behalf and as agent for the PI Settlement Fund) *less* any amounts required to fund GUC Trust/PI Fund Operating Expenses.

258. "Retiree Benefit Claim" means any Claim on account of retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code).

259. "Schedule of Rejected Executory Contracts and Unexpired Leases" means the schedule (as may be amended) of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be rejected by the Debtors pursuant to the provisions of Article VII of the Plan, and which shall be included in the Plan Supplement, and which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

260. "Schedule of Retained Causes of Action" means a schedule of Causes of Action of the Debtors to be retained under the Plan, which shall be included in the Plan Supplement, and which shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

261. "Schedules" means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, as may be amended, modified, or supplemented from time to time.

262. "SEC" means the Securities and Exchange Commission.

263. "Secured" means, with respect to a Claim, (a) secured by a Lien on property in which any of the Debtors has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Final Order of the Bankruptcy Court, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the interest of the Holder of such Claim in the Debtors' interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) and any other applicable provision of the Bankruptcy Code, or (b) Allowed, pursuant to the Plan or a Final Order of the Bankruptcy Court, as a secured Claim.

264. "Securities Act" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, as amended, together with the rules and regulations promulgated thereunder.

265. "Settled Claims" means those certain Causes of Action to be settled in connection with the Plan in accordance with the Plan, and to be released pursuant to the Plan, which Causes of Action shall include, without limitation, (a) the Financing Transactions Litigation Claims, (b) any Cause of Action against the 2016 Agent related to, with respect to or arising from the Debtors, the Chapter 11 Cases or the 2016 Credit Agreement, and (c) any and all Causes of Action, whether direct or derivative, related to, arising from, or asserted or assertable in the Settled Litigation. For the avoidance of doubt, Settled Claims shall not include any Intercompany Claims or Intercompany Interests that the Debtors elect to Reinstate in accordance with the Plan.

266. "Settled Litigation" means: (a) any challenge to the amount, validity, perfection, enforceability, priority, or extent of, or seeking avoidance, disallowance, subordination, or recharacterization of, any portion of any Claim of, or security interest or continuing lien granted to or for the benefit of, any Holder of a 2020 Term Loan Claim or BrandCo Agent; (b) 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 against Citibank, N.A., in its capacity as 2016 Agent, or any Holder of a 2020 Term Loan Claim, BrandCo Agent or BrandCo Entity; (c) any other Challenge (as defined in the Final DIP Order) against Citibank, N.A., in its capacity as 2016 Agent, or any Holder of a 2020 Term Loan Claim or BrandCo Agent or any Claims or liens thereof; or (d) any other Financing Transactions Litigation Claims.

267. "SISO ABL DIP Facility Agent" means Crystal Financial LLC, d/b/a SLR Credit Solutions, in its capacity as SISO Term Loan Agent (as defined in the ABL DIP Facility Credit Agreement) under the ABL DIP Facility Credit Agreement, or any successor agent as permitted by the terms set forth in the ABL DIP Facility Credit Agreement

268. "Solicitation Materials" means all documents, forms, and other materials distributed in connection with the solicitation of votes on the Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code, including, without limitation, the Disclosure Statement, the forms of ballots with respect to votes on the Plan, and the opt-out and opt-in forms with respect to the Third-Party Releases, as applicable, which, in each case, shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting BrandCo Lenders, and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee.

269. "Solicitation and Voting Procedures" means the Solicitation and Voting Procedures attached to the Disclosure Statement Order as Exhibit 1.

270. "Subordinated Claim" means any Claim against any Debtor that is subordinated under section 510 of the Bankruptcy Code.

271. "Take-Back Facility" means a take-back term loan facility, which shall be (a) in the aggregate principal amount and on the terms set forth in the First Lien Exit Facilities Term Sheet and (b) in all respects in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders.

272. "Take-Back Term Loans" means the term loans to be issued under the Take-Back Facility.

273. "Talc Personal Injury Claim" means any Claim relating to alleged bodily injury, death, sickness, disease, or alleged disease process, emotional distress, fear of cancer, medical monitoring, or any other alleged personal injuries (whether physical, emotional, or otherwise) directly or indirectly arising out of or relating to the presence of or exposure to talc or talc-containing products manufactured, sold, and/or distributed by the Debtors based on the alleged pre-Effective Date acts or omissions of the Debtors or any other Entity for whose conduct the Debtors have or are alleged to have liability, but excluding any common law or contractual indemnification, contribution, and/or reimbursement Claim arising out of or related to the subject matter of, or the transactions or events giving rise to, any claim related to a personal injury claim brought against or that could have been brought against any of the Debtors by a commercial counterparty of the Debtors, which, for the avoidance of doubt, shall be classified as Other General Unsecured Claims. For the avoidance of doubt, any Claims of the Debtors' insurers shall not be considered Talc Personal Injury Claims.

274. "Talc Personal Injury Settlement Distribution" means 36.10% of (a) the GUC Settlement Amount and (b) any Retained Preference Action Net Proceeds, which, in each case, shall be (x) if Class 9(a) votes to accept the Plan, allocated to Holders of Allowed Talc Personal Injury Claims for distribution in accordance with the PI Claims Distribution Procedures or (y) if Class 9(a) votes to reject the Plan, retained by (or, with respect to any Retained Preference Action Net Proceeds, remitted to) the Reorganized Debtors.

275. "Term DIP Facility" means the postpetition term loan financing facility provided for under the Term DIP Facility Credit Agreement and the Final DIP Order.

276. "Term DIP Facility Agent" means Jefferies Finance LLC, in its capacity as administrative agent and collateral agent under the Term DIP Facility Credit Agreement and Wilmington Trust, National Association, in its capacity as sub-agent for and on behalf of the collateral agent under the Term DIP Facility Credit Agreement, or any successor administrative agent or collateral agent as permitted by the terms set forth in the Term DIP Facility Credit Agreement.

277. "Term DIP Facility Claim" means any Claim on account of the Term DIP Facility derived from, based upon, relating to, or arising under the Term DIP Facility Credit Agreement.

278. "Term DIP Facility Credit Agreement" means the Super-Priority Senior Secured Debtor-in-Possession Term Loan Credit Agreement, dated as of June 17, 2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among RCPC, Holdings, the Term DIP Facility Agent, and the other lending institutions party thereto from time to time.

279. "Term DIP Facility Lenders" means the lenders from time to time under the Term DIP Facility.

280. "Termination Notice" has the meaning set forth in the Restructuring Support Agreement.

281. "Third-Party New Money Exit Facility" means, if any, a third-party new money credit facility entered into in lieu of the entire (and not merely a portion of the) First Lien Exit Facilities (including to provide for payment in Cash of the Debt Commitment Premium in accordance with the Debt Commitment Letter), which shall be in an aggregate principal amount, on terms, provided by initial lenders, and in all respects in form and substance, in each case, acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

282. "Third-Party New Money Exit Facility Documents" means, if any, any and all agreements, documents, notes, pledges, collateral agreements, loan and security agreements, mortgages, control agreements, deeds of trust, intercreditor agreements, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) delivered or executed in connection with the Third-Party New Money Exit Facility, which shall be in all respects in form and substance acceptable to the Debtors and the Required Consenting 2020 B-2 Lenders.

283. "Third-Party Releases" means the releases provided by the Releasing Parties, other than the Debtors and Reorganized Debtors, set forth in Article X.E of the Plan.

284. "Trade Claim" means any Claim for the provision of goods and services to the Debtors held by a trade creditor, service provider, or other vendor, including, without limitation, those creditors described in the *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* [Docket No. 9], or such Entity's successor in interest (through sale of such Claim or otherwise), but excluding any Contract Rejection Claims.

285. "Trade Settlement Distribution" means 25.27% of (a) the GUC Settlement Amount and (b) any Retained Preference Action Net Proceeds, which, in each case, shall be (x) if Class 9(c) votes to accept the Plan, allocated to Holders of Allowed Trade Claims for distribution in accordance with the Plan or (y) if Class 9(c) votes to reject the Plan, retained by (or, with respect to any Retained Preference Action Net Proceeds, remitted to) the Reorganized Debtors.

286. "Unexpired Lease" means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

287. "Unimpaired" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

288. "Unsecured" means, with respect to a Claim, a Claim or any portion thereof that is not Secured.

289. "Unsecured Notes" means the 6.25% Senior Notes due 2024 issued by RCPC under the Unsecured Notes Indenture.

290. "Unsecured Notes Claim" means any Claim on account of the Unsecured Notes derived from, based upon, relating to, or arising under the Unsecured Notes Indenture.

291. "Unsecured Notes Claims Allowed Amount" means an amount equal to (a) the aggregate outstanding principal amount of the Unsecured Notes as of the Petition Date of $431,300,000 *plus* (b) all accrued and unpaid interest on the Unsecured Notes as of the Petition Date in the amount of $10,108,594.

292. "Unsecured Notes Indenture" means that certain Indenture, dated as of August 4, 2016 (as amended, amended and restated, supplemented, or otherwise modified from time to time), by and among RCPC, as issuer, the guarantors party thereto, and the Unsecured Notes Indenture Trustee.

293. "Unsecured Notes Indenture Trustee" means U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, in its capacity as indenture trustee under the Unsecured Notes Indenture, or any successor indenture trustee as permitted by the terms set forth in the Unsecured Notes Indenture.

294. "Unsecured Notes Settlement Distribution" means the New Warrants.

295. "Unsubscribed Shares" has the meaning set forth in Article IV.A.3 of the Plan.

296. "U.S. Trustee" means the United States Trustee for the Southern District of New York.

297. "Voting and Claims Agent" means Kroll Restructuring Administration, LLC in its capacity as the claims, noticing, and solicitation agent in the Chapter 11 Cases for the Debtors and any successors appointed by an order of the Bankruptcy Court.

298. "Wage Distributions" has the meaning set forth in Article V.C.

299. "Wages Motion" means the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief* [Docket No. 8].

300. "Workers' Compensation Claim" means a Cause of Action held by an employee of the Debtors for workers' compensation coverage under the workers' compensation program applicable in the particular state in which the employee is employed by the Debtors.

301. "Zurich" means Zurich American Insurance Company, American Zurich Insurance Company, Zurich Insurance Ltd, and any of their affiliates which have issued insurance policies to any of the Debtors, and any third party administrators with respect to such insurance policies that have been issued by the foregoing entities, and any respective predecessors and/or affiliates.

302. "Zurich Insurance Contract" means all insurance policies that have been issued by Zurich and provide coverage at any time to any of the Debtors (or any of their predecessors), and all agreements, documents, or instruments relating thereto.

B. Rules of Interpretation

For purposes of the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be in that form or substantially on those terms and conditions; (3) any reference herein to an existing document, schedule or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with the Plan; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and assigns; (5) unless otherwise specified, all references herein to "Articles" and "Sections" are references to Articles and Sections, respectively, hereof; (6) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (7) any effectuating provisions may be interpreted by the Reorganized Debtors in a manner that is consistent with the overall purpose and intent of the Plan all without further Bankruptcy Court order, subject to the reasonable consent of the Required Consenting BrandCo Lenders, and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders, and such interpretation shall be binding; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (9) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (10) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (11) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (12) any term used in capitalized form in the Plan that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (13) unless otherwise specified herein, whenever the words "include," "includes," or "including" are used in the Plan, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import; (14) unless otherwise specified herein, references from or through any date mean from and including or through and including; and (15) any references herein to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter.

C. Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If any payment, distribution, act, or deadline under the Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of

such act, or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, and any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided*, *however*, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state or jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

E. Reference to Monetary Figures

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

F. Reference to the Debtors or the Reorganized Debtors

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

G. Controlling Document

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan (without reference to the Plan Supplement) and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

Notwithstanding anything herein to the contrary, any and all consultation, information, notice and consent rights of the Consenting Creditor Parties (in any capacity) set forth in the Restructuring Support Agreement or any Definitive Document with respect to the form and substance of any Definitive Document, and any consents, waivers or other deviations under or from any such documents pursuant to such rights, shall be incorporated herein by this reference and shall be fully enforceable as if stated in full herein.

ARTICLE II.

ADMINISTRATIVE CLAIMS AND OTHER UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III.

A. Administrative Claims

Except with respect to Administrative Claims that are Professional Compensation Claims, and except to the extent that a Holder of an Allowed Administrative Claim and the Debtor against which such Allowed Administrative Claim is asserted (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) agree to less favorable treatment for such Holder, each Holder of an Allowed Administrative Claim, other than an Allowed Professional Compensation Claim, shall be paid in full in Cash in full and final satisfaction, compromise, settlement, release, and discharge of such Administrative Claim on (a) the later of: (i) on or as soon as reasonably practicable after the Effective Date if such Administrative Claim is Allowed as of the Effective Date; (ii) on or as soon as reasonably practicable after the date such Administrative Claim is Allowed; (iii) the date such Allowed Administrative Claim becomes due and payable, or as soon thereafter as is practicable or (b) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court, as applicable; *provided*, *however*, that Allowed Administrative Claims that arise in the ordinary course of the Debtors' business shall be paid in the ordinary course of business (or as otherwise approved by the Bankruptcy Court) in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions.

A notice setting forth the Administrative Claims Bar Date will be Filed on the Bankruptcy Court's docket and served with the notice of entry of the Confirmation Order and shall be available by downloading such notice from the website of the Debtors' claims and noticing agent at https://cases.ra.kroll.com/Revlon or the Bankruptcy Court's website at http://www.nysb.uscourts.gov. No other notice of the Administrative Claims Bar Date will be provided. Except as otherwise provided in this Article II.A and Article II.B of the Plan, requests for payment of Administrative Claims that accrued on or before the Effective Date (other than Professional Compensation Claims) must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Claims Bar Date. **Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or the Reorganized Debtors or their respective property or Estates and such Administrative Claims shall be deemed discharged as of the Effective Date. If for any reason any such Administrative Claim is incapable of being forever barred and discharged, then the Holder of such Claim shall not have recourse to any property of the Reorganized Debtors to be distributed pursuant to the Plan.** Objections to such requests for payment of an Administrative Claim, if any, must be Filed and served on the Reorganized Debtors and the requesting party no later than the Claims Objection Deadline.

B. Professional Compensation Claims

1. Professional Fee Escrow Account

As soon as reasonably practicable after the Confirmation Date, and no later than one (1) Business Day prior to the Effective Date, the Debtors shall establish the Professional Fee Escrow. On the Effective Date, the Debtors shall fund the Professional Fee Escrow with Cash in the amount of the aggregate Professional Fee Escrow Amount for all Professionals. The Professional Fee Escrow shall be maintained in trust for the Professionals and for no other Entities until all Allowed Professional Compensation Claims have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, Claims, or interests shall encumber the Professional Fee Escrow or Cash held on account of the Professional Fee Escrow in any way. Such funds shall not be considered property of the Estates, the Debtors, or the Reorganized Debtors, subject to the release of Cash to the Reorganized Debtors from the Professional Fee Escrow in accordance with Article II.B.2 herein; *provided*, *however*, that the Reorganized Debtors shall have a reversionary interest in the excess, if any, of the amount of the Professional Fee Escrow over the aggregate amount of Allowed Professional Compensation Claims of the Professionals to be paid from the Professional Fee Escrow. When such Allowed Professional Compensation Claims have been paid in full, any remaining amount in the Professional Fee Escrow shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court.

2. Final Fee Applications and Payment of Professional Compensation Claims

All final requests for payment of Professional Compensation Claims shall be Filed no later than the first Business Day that is forty-five (45) calendar days after the Effective Date. Such requests shall be Filed with the Bankruptcy Court and served as required by the Interim Compensation Order and the Case Management Procedures, as applicable. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any applicable Bankruptcy Court orders, the Allowed amounts of such Professional Compensation Claims shall be determined by the Bankruptcy Court. The Allowed amount of Professional Compensation Claims owing to the Professionals, after taking into account any prior payments to and retainers held by such Professionals, shall be paid in full in Cash to such Professionals from funds held in the Professional Fee Escrow as soon as reasonably practicable following the date when such Claims are Allowed by a Final Order. To the extent that funds held in the Professional Fee Escrow are unable to satisfy the Allowed amount of Professional Compensation Claims owing to the Professionals, each Professional shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied by the Reorganized Debtors in the ordinary course of business in accordance with Article II.B.2 of the Plan and notwithstanding any obligation to File Proofs of Claim or requests for payment on or before the Administrative Claims Bar Date. After all Professional Compensation Claims have been paid in full, the escrow agent shall promptly return any excess amounts held in the Professional Fee Escrow, if any, to the Reorganized Debtors, without any further action or Order of the Bankruptcy Court.

3. Professional Fee Escrow Amount

The Professionals shall estimate their Professional Compensation Claims before and as of the Effective Date, taking into account any prior payments, and shall deliver such estimate to the Debtors no later than five (5) Business Days prior to the anticipated Effective Date; *provided*, *however*, that such estimate shall not be considered an admission or representation with respect to the fees and expenses of such Professional that are the subject of a Professional's final request for payment of Professional Compensation Claims Filed with the Bankruptcy Court and such Professionals are not bound to any extent by such estimates. If a Professional does not provide an estimate, the Debtors may estimate a reasonable amount of unbilled fees and expenses of such Professional, taking into account any prior payments; *provided*, *however*, that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional that are the subject of a Professional's final request for payment of Professional Compensation Claims Filed with the Bankruptcy Court and such Professionals are not bound to any extent by such estimates. The total amount so estimated shall be utilized by the Debtors to determine the Professional Fee Escrow Amount.

4. Post-Confirmation Date Fees and Expenses

From and after the Confirmation Date, the Debtors or Reorganized Debtors, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the legal, professional, or other fees and expenses of Professionals that have been formally retained in accordance with sections 327, 363, or 1103 of the Bankruptcy Code before the Confirmation Date. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, nothing in the foregoing or otherwise in the Plan shall modify or affect the Debtors' obligations under the Final DIP Order, including in respect of the Approved Budget (as defined in the Final DIP Order), prior to the Effective Date.

C. Priority Tax Claims

On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtor against which such Allowed Priority Tax Claim is asserted (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) agree to less favorable treatment for such Holder, in exchange for and in full and final satisfaction, compromise, settlement, release, and discharge of each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim due and payable on or before the Effective Date shall receive, in the discretion of the applicable Debtor (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting BrandCo Lenders) or Reorganized Debtor, one of the following treatments: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim, *plus* interest at the rate determined under applicable nonbankruptcy law and to the extent provided for by section 511 of the Bankruptcy Code, payable on or as soon as practicable following the Effective Date; (2) Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over

a period of time not to exceed five (5) years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, plus interest at the rate determined under applicable nonbankruptcy law and to the extent provided for by section 511 of the Bankruptcy Code; or (3) such other treatment as may be agreed upon by such Holder and the Debtors, or otherwise determined by an order of the Bankruptcy Court.

D. ABL DIP Facility Claims

Except to the extent that the Debtors (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) and a Holder of an Allowed ABL DIP Facility Claim agree to a less favorable treatment, each Allowed ABL DIP Facility Claim, as well as any other fees, interest, or other obligations owing to third parties under the ABL DIP Facility Credit Agreement and/or the DIP Orders, shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, payment in full in Cash by the Debtors on the Effective Date, or as reasonably practicable thereafter, in accordance with the terms of the ABL DIP Facility Credit Agreement and the DIP Orders, and contemporaneously with the foregoing payment, the ABL DIP Facility shall be deemed canceled (other than with respect to ABL DIP Facility Claims constituting contingent obligations of the Debtors that are not yet due and payable), all Liens on property of the Debtors and the Reorganized Debtors arising out of or related to the ABL DIP Facility shall automatically terminate, and all collateral subject to such Liens shall be automatically released, in each case without further action by the ABL DIP Facility Agent or the ABL DIP Facility Lenders and all guarantees of the Debtors and Reorganized Debtors arising out of or related to the ABL DIP Facility Claims (other than any ABL DIP Facility Claims constituting contingent obligations of the Debtors that are not yet due and payable) shall be automatically discharged and released, in each case without further action by the ABL DIP Facility Agent or the ABL DIP Facility Lenders pursuant to the terms of the ABL DIP Facility. The ABL DIP Facility Agent and the ABL DIP Facility Lenders shall take all actions to effectuate and confirm such termination, release, and discharge as reasonably requested by the Debtors or the Reorganized Debtors. From and after entry of the Confirmation Order, the Debtors or Reorganized Debtors, as applicable, shall, without any further notice to or action, order or approval of the Bankruptcy Court or any other party, pay in Cash the legal, professional and other fees and expenses of the ABL DIP Facility Agent and the SISO ABL DIP Facility Agent in accordance with the Final DIP Order, but without any requirement that the professionals of the ABL DIP Facility Agent or SISO Term Loan Agent comply with the review procedures set forth therein.

E. Term DIP Facility Claims

Except to the extent that the Debtors (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) and a Holder of an Allowed Term DIP Facility Claim agree to a less favorable treatment, each Allowed Term DIP Facility Claim, as well as any other fees, interest, or other obligations owing to third parties under the Term DIP Facility Credit Agreement and/or the DIP Orders, shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, payment in full in Cash by the Debtors on the Effective Date, in accordance with the terms of the Term DIP Facility Credit Agreement and the DIP Orders, and contemporaneously with the foregoing payment, the Term DIP Facility shall be deemed canceled (other than with respect to Term DIP Facility Claims constituting contingent obligations of the Debtors that are not yet due and payable), all Liens on

property of the Loan Parties (as defined in the Term DIP Facility Credit Agreement) arising out of or related to the Term DIP Facility shall automatically terminate, and all collateral subject to such Liens shall be automatically released, in each case without further action by the Term DIP Facility Agent or the Term DIP Facility Lenders and all guarantees of the Guarantors (as defined in the Term DIP Facility Credit Agreement) arising out of or related to the Term DIP Facility Claims (other than any Term DIP Facility Claims constituting contingent obligations of the Debtors that are not yet due and payable) shall be automatically discharged and released, in each case without further action by the Term DIP Facility Agent or the Term DIP Facility Lenders pursuant to the terms of the Term DIP Facility. The Term DIP Facility Agent and the Term DIP Facility Lenders shall take all actions to effectuate and confirm such termination, release, and discharge as reasonably requested by the Loan Parties (as defined in the Term Dip Facility Credit Agreement). From and after entry of the Confirmation Order, the Debtors or Reorganized Debtors, as applicable, shall, without any further notice to or action, order, or approval of the Bankruptcy Court or any other party, pay in Cash the legal, professional, and other fees and expenses of the Term DIP Facility Agent and the Ad Hoc Group of BrandCo Lenders in accordance with the Final DIP Order, but without any requirement that the professionals of the Term DIP Facility Agent or Ad Hoc Group of BrandCo Lenders comply with the review procedures set forth therein.

F. Intercompany DIP Facility Claims

On the Effective Date, the Intercompany DIP Facility Claims shall be satisfied pursuant to the distributions provided under the Plan on account of Claims against the BrandCo Entities.

On the Effective Date, the Intercompany DIP Facility shall be deemed canceled, all Liens on property of the Debtors and the Reorganized Debtors arising out of or related to the Intercompany DIP Facility shall automatically terminate, and all collateral subject to such Liens shall be automatically released, in each case without further action by the Intercompany DIP Facility Lenders, and all guarantees of the Debtors and Reorganized Debtors arising out of or related to the Intercompany DIP Facility shall be automatically discharged and released, in each case without further action by the Intercompany DIP Facility Lenders pursuant to the terms of the Intercompany DIP Facility.

G. Statutory Fees

Notwithstanding anything to the contrary contained herein, subject to Article XIV.M, on the Effective Date, the Debtors shall pay, in full in Cash, any fees due and owing to the U.S. Trustee at the time of Confirmation. Thereafter, subject to Article XIV.M, each applicable Reorganized Debtor shall pay all U.S. Trustee fees due and owing under section 1930 of the Judicial Code in the ordinary course until the earlier of (1) the entry of a final decree closing the applicable Reorganized Debtor's Chapter 11 Case, or (2) the Bankruptcy Court enters an order converting or dismissing the applicable Reorganized Debtor's Chapter 11 Case. Any deadline for filing Administrative Claims or Professional Compensation Claims shall not apply to U.S. Trustee fees.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

Pursuant to sections 1122 and 1123 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Interests. All Claims and Interests, except for Claims addressed in Article II of the Plan, are classified in the Classes set forth in this Article III. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim against a Debtor also is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and has not been paid, released, or otherwise satisfied before the Effective Date. With respect to the treatment of all Claims and Interests as forth in Article III.C hereof, the consent rights of the Required Consenting BrandCo Lenders to settle or otherwise compromise Claims are as set forth in the Restructuring Support Agreement.

B. Summary of Classification

The classification of Claims and Interests against each Debtor (as applicable) pursuant to the Plan is as set forth below. The Plan shall apply as a separate Plan for each of the Debtors, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes, and such Classes shall be treated as set forth in Article III.H hereof.

The following chart summarizes the classification of Claims and Interests pursuant to the Plan:[2]

Class	Claim/Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
3	FILO ABL Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
4	OpCo Term Loan Claims	Impaired	Entitled to Vote

[2] The information in the table is provided in summary form and is qualified in its entirety by Article III.C hereof.

5	2020 Term B-1 Loan Claims	Impaired	Entitled to Vote
6	2020 Term B-2 Loan Claims	Impaired	Entitled to Vote
7	BrandCo Third Lien Guaranty Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
8	Unsecured Notes Claims	Impaired	Entitled to Vote
9(a)	Talc Personal Injury Claims	Impaired	Entitled to Vote
9(b)	Non-Qualified Pension Claims	Impaired	Entitled to Vote
9(c)	Trade Claims	Impaired	Entitled to Vote
9(d)	Other General Unsecured Claims	Impaired	Entitled to Vote
10	Subordinated Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
11	Intercompany Claims and Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
12	Interests in Holdings	Impaired	Not Entitled to Vote (Deemed to Reject)

C. Treatment of Claims and Interests

Subject to Article VIII of the Plan, to the extent a Class contains Allowed Claims or Interests with respect to a particular Debtor, each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Debtors or the Reorganized Debtors and the Holder of such Allowed Claim or Allowed Interest, as applicable.

1. Class 1 – Other Secured Claims

(a) *Classification*: Class 1 consists of all Other Secured Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an

Allowed Other Secured Claim and the Debtor against which such Allowed Other Secured Claim is asserted agree to less favorable treatment for such Holder, each Holder of an Allowed Other Secured Claim shall receive, at the option of the Debtor against which such Allowed Other Secured Claim is asserted (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders), in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, either:

(i) payment in full in Cash;

(ii) delivery of the collateral securing such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code;

(iii) Reinstatement of such Claim; or

(iv) such other treatment rendering such Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

(c) *Voting*: Class 1 is Unimpaired under the Plan. Each Holder of a Class 1 Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of a Class 1 Other Secured Claim is not entitled to vote to accept or reject the Plan.

2. Class 2 – Other Priority Claims

(a) *Classification*: Class 2 consists of all Other Priority Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Priority Claim and the Debtor against which such Allowed Other Priority Claim is asserted (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) agree to less favorable treatment for such Holder, each Holder of an Allowed Other Priority Claim shall receive, at the option of the Debtor against which such Allowed Other Priority Claim is asserted (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders), in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, either:

(i) payment in full in Cash; or

(ii) such other treatment rendering such Allowed Other Priority Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

(c) *Voting*: Class 2 is Unimpaired under the Plan. Each Holder of a Class 2 Other Priority Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of a Class 2 Other Priority Claim is not entitled to vote to accept or reject the Plan.

3. Class 3 – FILO ABL Claims

(a) *Classification*: Class 3 consists of all FILO ABL Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed FILO ABL Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, payment in full in Cash.

(c) *Voting*: Class 3 is Unimpaired under the Plan. Each Holder of a Class 3 FILO ABL Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of a Class 3 FILO ABL Claim is not entitled to vote to accept or reject the Plan.

4. Class 4 – OpCo Term Loan Claims

(a) *Classification*: Class 4 consists of all OpCo Term Loan Claims.

(b) *Allowance*: On the Effective Date, the OpCo Term Loan Claims shall be Allowed as follows:

(i) the 2016 Term Loan Claims against the OpCo Debtors shall be Allowed in the aggregate amount of the 2016 Term Loan Claims Allowed Amount; and

(ii) the 2020 Term B-3 Loan Claims against the OpCo Debtors shall be Allowed in the aggregate amount of the 2020 Term B-3 Loan Claims Allowed Amount.

(c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed OpCo Term Loan Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, (i) such Holder's Pro Rata share (determined based on such Holder's Non-Class 4 Equity Electing Claims as a percentage of all Non-Class 4 Equity Electing Claims) of Cash in the amount of $56 million or (ii) if such Holder makes or is deemed to make the Class 4 Equity Election,

such Holder's Pro Rata share (determined based on such Holder's Class 4 Equity Electing Claims as a percentage of all Class 4 Equity Electing Claims) of the Class 4 Equity Distribution.

(d) *Voting*: Class 4 is Impaired under the Plan. Therefore, each Holder of a Class 4 OpCo Term Loan Claim is entitled to vote to accept or reject the Plan.

5. Class 5 – 2020 Term B-1 Loan Claims

(a) *Classification*: Class 5 consists of all 2020 Term B-1 Loan Claims.

(b) *Allowance*: The 2020 Term B-1 Loan Claims shall be Allowed in the aggregate amount of the 2020 Term B-1 Loan Claims Allowed Amount.

(c) *Treatment*: On the Effective Date, each Holder of an Allowed 2020 Term B-1 Loan Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, either (i) a principal amount of Take-Back Term Loans equal to such Holder's Allowed 2020 Term B-1 Loan Claim or (ii) an amount of Cash equal to the principal amount of Take-Back Term Loans that otherwise would have been distributable to such Holder under clause (i).

(d) *Voting*: Class 5 is Impaired under the Plan. Therefore, each Holder of a Class 5 2020 Term B-1 Loan Claim is entitled to vote to accept or reject the Plan.

6. Class 6 – 2020 Term B-2 Loan Claims

(a) *Classification*: Class 6 consists of all 2020 Term B-2 Loan Claims.

(b) *Allowance*: The 2020 Term B-2 Loan Claims shall be Allowed in the aggregate amount of the 2020 Term B-2 Loan Claims Allowed Amount.

(c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed 2020 Term B-2 Loan Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share of the Class 6 Equity Distribution.

(d) *Voting*: Class 6 is Impaired under the Plan. Therefore, each Holder of a Class 6 2020 Term B-2 Loan Claim is entitled to vote to accept or reject the Plan.

7. Class 7 – BrandCo Third Lien Guaranty Claims

(a) *Classification*: Class 7 consists of all BrandCo Third Lien Guaranty Claims.

(b) *Allowance*: The BrandCo Third Lien Guaranty Claims shall be Allowed in the aggregate amount of the 2020 Term B-3 Loan Claims Allowed Amount.

(c) *Treatment*: Holders of BrandCo Third Lien Guaranty Claims shall receive no recovery or distribution on account of such Claims. On the Effective Date all BrandCo Third Lien Guaranty Claims will be canceled, released, extinguished, and discharged, and will be of no further force or effect.

(d) *Voting*: Class 7 is Impaired under the Plan. Each Holder of a Class 7 BrandCo Third Lien Guaranty Claim is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of a Class 7 BrandCo Third Lien Guaranty Claim is not entitled to vote to accept or reject the Plan.

8. Class 8 – Unsecured Notes Claims

(a) *Classification*: Class 8 consists of all Unsecured Notes Claims.

(b) *Allowance*: The Unsecured Notes Claims shall be Allowed in the aggregate amount of the Unsecured Notes Claims Allowed Amount.

(c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Unsecured Notes Claim shall receive:

(i) if Class 8 votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share of the Unsecured Notes Settlement Distribution; or

(ii) if Class 8 votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Unsecured Notes Claims shall be canceled, released, extinguished, and discharged, and of no further force or effect; *provided* that each Consenting Unsecured Noteholder shall receive such Holder's Consenting Unsecured Noteholder Recovery; *provided, further* that if the Bankruptcy Court finds that such Consenting Unsecured Noteholder Recovery is improper, there shall be no such distribution to Consenting Unsecured Noteholders under the Plan.

(d) *Voting*: Class 8 is Impaired under the Plan. Therefore, each Holder of a Class 8 Unsecured Notes Claim is entitled to vote to accept or reject the Plan.

9. Class 9(a) – Talc Personal Injury Claims

(a) *Classification*: Class 9(a) consists of all Talc Personal Injury Claims.

(b) *Treatment*: As soon as reasonably practicable after the Effective Date in accordance with the PI Claims Distribution Procedures, each Holder of an Allowed Talc Personal Injury Claim shall receive:

(i) if Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share (as determined in accordance with the PI Claims Distribution Procedures) of the Talc Personal Injury Settlement Distribution distributable from the PI Settlement Fund; or

(ii) if Class 9(a) votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Talc Personal Injury Claims shall be canceled, released, extinguished, and discharged, and of no further force or effect.

(c) *Voting*: Class 9(a) is Impaired under the Plan. Therefore, each Holder of a Class 9(a) Talc Personal Injury Claim is entitled to vote to accept or reject the Plan.

10. Class 9(b) – Non-Qualified Pension Claims

(a) *Classification*: Class 9(b) consists of all Non-Qualified Pension Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Non-Qualified Pension Claim shall receive:

(i) if Class 9(b) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share of the Pension Settlement Distribution; or

(ii) if Class 9(b) votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Non-Qualified Pension Claims shall be canceled, released, extinguished, and discharged and of no further force or effect.

(c) *Voting*: Class 9(b) is Impaired under the Plan. Therefore, each Holder of a Class 9(b) Non-Qualified Pension Claim is entitled to vote to accept or reject the Plan.

11. Class 9(c) – Trade Claims

(a) *Classification*: Class 9(c) consists of all Trade Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Trade Claim shall receive:

(i) if Class 9(c) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder's Pro Rata share of the Trade Settlement Distribution; or

(ii) if Class 9(c) votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Trade Claims shall be canceled, released, extinguished, and discharged, and of no further force or effect.

(c) *Voting*: Class 9(c) is Impaired under the Plan. Therefore, each Holder of a Class 9(c) Trade Claim is entitled to vote to accept or reject the Plan.

12. Class 9(d) – Other General Unsecured Claims

(a) *Classification*: Class 9(d) consists of all Other General Unsecured Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Other General Unsecured Claim shall receive:

(i) if Class 9(d) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, in full and final satisfaction, compromise, settlement, release, and

discharge of such Claim, such Holder's Pro Rata share of the Other GUC Settlement Distribution; or

(ii) if Class 9(d) votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, no recovery or distribution on account of such Claim, and all Other General Unsecured Claims shall be canceled, released, extinguished, and discharged, and of no further force or effect.

(c) *Voting*: Class 9(d) is Impaired under the Plan. Therefore, each Holder of a Class 9(d) Other General Unsecured Claim is entitled to vote to accept or reject the Plan.

13. Class 10 – Subordinated Claims

(a) *Classification*: Class 10 consists of all Subordinated Claims.

(b) *Treatment*: Holders of Subordinated Claims shall receive no recovery or distribution on account of such Claims. On the Effective Date, all Subordinated Claims will be canceled, released, extinguished, and discharged, and will be of no further force or effect.

(c) *Voting*: Class 10 is Impaired under the Plan. Each Holder of a Class 10 Subordinated Claim is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of a Class 10 Subordinated Claim is not entitled to vote to accept or reject the Plan.

14. Class 11 – Intercompany Claims and Interests

(a) *Classification*: Class 11 consists of all Intercompany Claims and Interests.

(b) *Treatment*: On the Effective Date, unless otherwise provided for under the Plan, each Intercompany Claim and/or Intercompany Interest shall be, at the option of the Debtors (with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders) either (i) Reinstated or (ii) canceled and released. All Intercompany Claims held by any BrandCo Entity against any OpCo Debtor or by any OpCo Debtor against any BrandCo Entity shall be deemed settled pursuant to the Plan Settlement, and shall be canceled and released on the Effective Date.

(c) *Voting*: Holders of Intercompany Claims and Interests are either Unimpaired under the Plan, and such Holders of Intercompany

Claims and Interests are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired under the Plan, and such Holders of Intercompany Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 11 Intercompany Claims and Interests are not entitled to vote to accept or reject the Plan.

15. Class 12 – Interests in Holdings

(a) *Classification*: Class 12 consists of all Interests other than Intercompany Interests.

(b) *Treatment*: Holders of Interests (other than Intercompany Interests) shall receive no recovery or distribution on account of such Interests. On the Effective Date, all Interests (other than Intercompany Interests) will be canceled, released, extinguished, and discharged, and will be of no further force or effect.

(c) *Voting*: Class 12 is Impaired under the Plan. Each Holder of a Class 12 Interest is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of a Class 12 Interest in Holdings is not entitled to vote to accept or reject the Plan.

D. Voting of Claims

Each Holder of a Claim in an Impaired Class that is entitled to vote on the Plan as of the record date for voting on the Plan pursuant to Article III hereof shall be entitled to vote to accept or reject the Plan as provided in the Disclosure Statement Order or any other order of the Bankruptcy Court.

E. No Substantive Consolidation

Although the Plan is presented as a joint plan of reorganization, the Plan does not provide for the substantive consolidation of the Debtors' Estates, and on the Effective Date, the Debtors' Estates shall not be deemed to be substantively consolidated for any reason. Except as expressly provided herein, nothing in the Plan or the Disclosure Statement shall constitute or be deemed to constitute an admission that any one or all of the Debtors is subject to or liable for any Claims against any other Debtor. A Claim against multiple Debtors will be treated as a separate Claim against each applicable Debtor's Estate for all purposes, including voting and distribution; *provided*, *however*, that no Claim will receive value in excess of one hundred percent (100.0%) of the Allowed amount of such Claim or Interest under the Plans for all such Debtors.

F. Acceptance by Impaired Classes

Pursuant to section 1126(c) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have

accepted the Plan if Holders of at least two-thirds in dollar amount and more than one-half in number of the Claims of such Class entitled to vote that actually vote on the Plan have voted to accept the Plan. OpCo Term Loan Claims (Class 4), 2020 Term B-1 Loan Claims (Class 5), 2020 Term B-2 Loan Claims (Class 6), Unsecured Notes Claims (Class 8), Talc Personal Injury Claims (Class 9(a)), Non-Qualified Pension Claims (Class 9(b)), Trade Claims (Class 9(c)), and Other General Unsecured Claims (Class 9(d)) are Impaired, and the votes of Holders of Claims in such Classes will be solicited. If a Class contains Holders of Claims eligible to vote and no Holders of Claims eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims in such Class.

G. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claims, including, all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

H. Elimination of Vacant Classes

Any Class of Claims or Interests that, with respect to any Debtor, does not have a Holder of an Allowed Claim or Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court solely for voting purposes as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan with respect to such Debtor for purposes of (1) voting to accept or reject the Plan and (2) determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

I. Consensual Confirmation

The Plan shall be deemed a separate chapter 11 plan for each Debtor. To the extent that there is no rejecting Class of Claims in the chapter 11 plan of any Debtor, such Debtor shall seek Confirmation of its plan pursuant to section 1129(a) of the Bankruptcy Code.

J. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by at least one Impaired Class of Claims. The Debtors shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims.

K. Controversy Concerning Impairment or Classification

If a controversy arises as to whether any Claims or Interests or any Class of Claims or Interests is Impaired or is properly classified under the Plan, the Bankruptcy Court shall, after notice and a hearing, resolve such controversy at the Confirmation Hearing.

L. Subordinated Claims

Except as expressly provided herein, the allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise, and any other rights impacting relative lien priority and/or priority in right of payment, and any such rights shall be released pursuant to the Plan, including, as applicable, pursuant to the Plan Settlement. Pursuant to section 510 of the Bankruptcy Code, the Reorganized Debtors, subject to the reasonable consent of the Required Consenting BrandCo Lenders, reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

M. 2016 Term Loan Claims

Any 2016 Term Loan Claim asserted against any BrandCo Entity shall be Disallowed.

N. Intercompany Interests

Intercompany Interests, to the extent Reinstated, are being Reinstated to maintain the existing corporate structure of the Debtors. For the avoidance of doubt, any Interest in non-Debtor Affiliates owned by a Debtor shall continue to be owned by the applicable Reorganized Debtor.

ARTICLE IV.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Sources of Consideration for Plan Distributions

The Reorganized Debtors shall fund distributions under the Plan, as applicable with: (1) the Exit Facilities; (2) the issuance and distribution of New Common Stock; (3) the Equity Rights Offering; (4) the issuance and distribution of New Warrants; and (5) Cash on hand.

Each distribution and issuance referred to in Article III of the Plan shall be governed by the terms and conditions set forth herein applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance; *provided* that, to the extent that a term of the Plan conflicts with the term of any such instruments or other documents, the terms of the Plan shall govern.

1. The Exit Facilities

On the Effective Date, the Reorganized Debtors or their non-Debtor Affiliates, as applicable, shall enter into the applicable Exit Facilities Documents for (a) either (i) the First Lien Exit Facilities, consisting of the Take-Back Facility and the Incremental New Money Facility, or

(ii) the Third-Party New Money Exit Facility, (b) the Exit ABL Facility, (c) the Exit FILO Facility, and (d) unless otherwise agreed to by the Debtors and the Required Consenting BrandCo Lenders, the New Foreign Facility. All Holders of Class 5 2020 Term B-1 Loan Claims shall be deemed to be a party to, and bound by, the First Lien Exit Facilities Documents, regardless of whether such Holder has executed a signature page thereto. Confirmation of the Plan shall be deemed approval of the Exit Facilities and the Exit Facilities Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and authorization of the Reorganized Debtors to enter into, execute, and deliver the Exit Facilities Documents and such other documents as may be required to effectuate the treatment afforded by the Exit Facilities. On the Effective Date, all of the Liens and security interests to be granted by the Reorganized Debtors in accordance with the Exit Facilities Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facilities Documents, (c) shall be deemed perfected on the Effective Date without the need for the taking of any further filing, recordation, approval, consent, or other action, and (d) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents, and to take any other actions necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and the Reorganized Debtors shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

2. Issuance and Distribution of New Common Stock

On the Effective Date, the shares of New Common Stock shall be issued by Reorganized Holdings as provided for in the Description of Transaction Steps pursuant to, and in accordance with, the Plan and the Equity Rights Offering Documents. All Holders of New Common Stock (whether issued and distributed hereunder, pursuant to the Equity Rights Offering Documents, or otherwise, and in each case, whether such New Common Stock is held directly or indirectly through the facilities of DTC) shall be deemed to be a party to, and bound by, the LLC Agreement and the other applicable New Organizational Documents, in accordance with their terms, without the requirement to execute a signature page thereto.

All of the New Common Stock (including the New Common Stock issued in connection with the Equity Rights Offering (including, for the avoidance of doubt, any New Common Stock issued pursuant to the Backstop Commitment Agreement) and/or upon the exercise of the New Warrants) issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of New Common Stock under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the New Organizational Documents

and other instruments evidencing or relating to such distribution or issuance, including the Equity Rights Offering Documents, as applicable, which terms and conditions shall bind each Entity receiving such distribution or issuance. For the avoidance of doubt, the acceptance of New Common Stock by any Holder of any Claim or Interest or any other Entity shall be deemed as such Holder's or Entity's agreement to the applicable New Organizational Documents, as may be amended or modified from time to time following the Effective Date in accordance with their terms.

To the extent practicable, as determined in good faith by the Debtors and the Required Consenting BrandCo Lenders, the Reorganized Debtors shall: (a) emerge from these Chapter 11 Cases as non-publicly reporting companies on the Effective Date and not be subject to SEC reporting requirements under Sections 12 or 15 of the Exchange Act, or otherwise; (b) not be voluntarily subjected to any reporting requirements promulgated by the SEC; except, in each case, as otherwise may be required pursuant to the New Organizational Documents, the Exit Facilities Documents or applicable law; (c) not be required to list the New Common Stock on a U.S. stock exchange; (d) timely file or otherwise provide all required filings and documentation to allow for the termination and/or suspension of registration with respect to SEC reporting requirements under the Exchange Act prior to the Effective Date; and (e) make good faith efforts to ensure DTC eligibility of securities issued in connection with the Plan (other than any securities required by the terms of any agreement to be held on the books of an agent and not in DTC), including but not limited to the New Warrants.

3. Equity Rights Offering

The Debtors shall distribute the Equity Subscription Rights to the Equity Rights Offering Participants as set forth in the Plan, the Backstop Commitment Agreement, and the Equity Rights Offering Procedures. Pursuant to the Backstop Commitment Agreement and the Equity Rights Offering Procedures, the Equity Rights Offering shall be open to all Equity Rights Offering Participants. Equity Rights Offering Participants shall be entitled to participate in the Equity Rights Offering up to a maximum amount of each Eligible Holder's Pro Rata share of the Aggregate Rights Offering Amount (or, if applicable, the Adjusted Aggregate Rights Offering Amount). Equity Rights Offering Participants shall have the right to purchase their allocated shares of New Common Stock at the ERO Price Per Share.

The Equity Rights Offering will be backstopped, severally and not jointly, by the Equity Commitment Parties pursuant to the Backstop Commitment Agreement. 30% of the New Common Stock to be sold and issued pursuant to the Equity Rights Offering shall be reserved for the Equity Commitment Parties (the "Reserved Shares") pursuant to the Backstop Commitment Agreement, at the ERO Price Per Share.

Equity Subscription Rights that an Equity Rights Offering Participant has validly elected to exercise shall be deemed issued and exercised on or about (but in no event after) the Effective Date. Upon exercise of the Equity Subscription Rights pursuant to the terms of the Backstop Commitment Agreement and the Equity Rights Offering Procedures, Reorganized Holdings shall be authorized to issue the New Common Stock issuable pursuant to such exercise.

Pursuant to the Backstop Commitment Agreement, if after following the procedures set forth in the Equity Rights Offering Procedures, there remain any unexercised Equity Subscription Rights, the Equity Commitment Parties shall purchase, severally and not jointly, their applicable portion of the New Common Stock associated with such unexercised Equity Subscription Rights in accordance with the terms and conditions set forth in the Backstop Commitment Agreement, at the ERO Price Per Share. As consideration for the undertakings of the Equity Commitment Parties in the Backstop Commitment Agreement, the Reorganized Debtors will pay the Backstop Commitment Premium to the Equity Commitment Parties on the Effective Date in accordance with the terms and conditions set forth in the Backstop Commitment Agreement.

All shares of New Common Stock issued upon exercise of the Equity Commitment Parties' own Equity Subscription Rights and in connection with the Backstop Commitment Premium will be issued in reliance upon Section 1145 of the Bankruptcy Code to the extent permitted under applicable law. The Reserved Shares and the shares of New Common Stock that are not subscribed for by holders of Equity Subscription Rights in the Equity Rights Offering and that are purchased by the Equity Commitment Parties in accordance with their backstop obligations under the Backstop Commitment Agreement (the "Unsubscribed Shares") will be issued in a private placement exempt from registration under Section 5 of the Securities Act pursuant to Section 4(a)(2) and/or Regulation D thereunder and will constitute "restricted securities" for purposes of the Securities Act. In the Backstop Commitment Agreement, the Equity Commitment Parties will be required to make representations and warranties as to their sophistication and suitability to participate in the private placement.

Entry of the Confirmation Order shall constitute Bankruptcy Court approval of the Equity Rights Offering (including the transactions contemplated thereby, and all actions to be undertaken, undertakings to be made, and obligations to be incurred by Reorganized Holdings in connection therewith). On the Effective Date, as provided in the Description of Transaction Steps, the rights and obligations of the Debtors under the Backstop Commitment Agreement shall vest in the Reorganized Debtors, as applicable.

At the Aggregate Rights Offering Amount, the shares of New Common Stock offered pursuant to the Equity Rights Offering (for the avoidance of doubt, not including any shares of New Common Stock issued in connection with the Backstop Commitment Premium) will represent approximately 60.6% of the New Common Stock outstanding on the Effective Date (subject to a downward ratable adjustment to account for the difference (if any) between the Aggregate Rights Offering Amount and the Adjusted Aggregate Right Offerings Amount), subject to dilution by the issuance of shares of New Common Stock (a) reserved for the MIP Awards and (b) on account of the exercise of the New Warrants.

On the Effective Date (or earlier in the case of termination of the Backstop Commitment Agreement), the Backstop Commitment Premium (which shall be an administrative expense) shall be distributed or paid to the Equity Commitment Parties under and as set forth in the Backstop Commitment Agreement and the Backstop Order. The shares of New Common Stock issued in satisfaction of the Backstop Commitment Premium will represent approximately 7.6% of the New Common Stock outstanding on the Effective Date, subject to dilution by the

issuance of shares of New Common Stock (a) reserved for the MIP Awards and (b) on account of the exercise of the New Warrants.

Each holder of Equity Subscription Rights that receives New Common Stock as a result of exercising the relevant Equity Subscription Rights shall be subject to the provisions applicable to such holders of New Common Stock as set forth in Article IV.A.2 of the Plan.

The Cash proceeds of the Equity Rights Offering shall be used by the Debtors or Reorganized Debtors, as applicable, to (a) make distributions pursuant to the Plan, (b) fund working capital, and (c) fund general corporate purposes.

4. Issuance and Distribution of New Warrants

To the extent all or any portion of the New Warrants are required to be issued pursuant to the Plan, Reorganized Holdings shall issue such New Warrants on the Effective Date in accordance with the New Warrant Agreement and distribute them in accordance with the Plan. The Debtors, the Required Consenting BrandCo Lenders, and the Creditors' Committee shall work in good faith to render such New Warrants DTC eligible. All of the New Common Stock issued upon exercise of the New Warrants issued pursuant to the Plan shall, when so issued and upon payment of the exercise price in accordance with the terms of the New Warrants, be duly authorized, validly issued, fully paid, and non-assessable.

5. General Unsecured Creditor Recovery

On the Effective Date, or with respect to the GUC Settlement Top Up Amount and any increase to the GUC Trust/PI Fund Operating Reserve, after the Effective Date, solely to the extent the applicable Classes of General Unsecured Claims are entitled to distributions in accordance with the Plan, the GUC Trust shall be vested with the GUC Trust Assets and the PI Settlement Fund shall be vested with the PI Settlement Fund Assets. Except as provided to the contrary in this Plan, (a) the GUC Trust shall make distributions to Classes 9(b), (c) and (d) to Holders of Allowed Claims in such Classes in accordance with the treatment set forth in the Plan for such Classes and (b) the PI Settlement Fund shall make distributions to Class 9(a) holders of Allowed Claims in such Class in accordance with the terms of this Plan. From time to time following the Effective Date, the GUC Administrator, shall (x) receive for the account of the GUC Trust the Retained Preference Action Net Proceeds allocable to Classes 9(b), (c) and (d), and shall make distributions to the GUC Trust Beneficiaries in accordance with the GUC Trust Agreement, and (y) shall receive for the account of the PI Settlement Fund and transfer or cause to be transferred to the PI Settlement Fund the Retained Preference Action Net Proceeds allocable to Class 9(a) for distribution by the PI Settlement Fund to Holders of Allowed Talc Personal Injury Claims in accordance with the PI Settlement Fund Agreement. For the avoidance of doubt, (a) if the GUC Trust is established in accordance with the Plan, the GUC Administrator shall have the sole power and authority to pursue the Retained Preference Actions in the capacity as trustee of the GUC Trust and as agent for and on behalf of the PI Settlement Fund and (b) in the event that any, but not all, of Classes 9(a), (b), (c), or (d) votes to reject the Plan, (i) the GUC Administrator shall receive the Retained Preference Action Net Proceeds for the account of each such Class that votes to accept the Plan in the amount allocable to each such Class, and shall make distributions therefrom (and/or, in the case of Class 9(a), shall transfer or cause to be transferred to the PI

Settlement Fund for distribution) ratably to Holders of Claims in each such Class and (ii) the Reorganized Debtors shall receive the Retained Preference Action Net Proceeds in the amount allocable to each such Class that votes to reject the Plan. The GUC Administrator shall have responsibility for reconciling General Unsecured Claims (other than Talc Personal Injury Claims), including asserting any objections thereto and the PI Claims Administrator shall have responsibility for reconciling the Talc Personal Injury Claims, including asserting any objections thereto; *provided* that the Debtors, with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders and in consultation with the Creditors' Committee, or the Reorganized Debtors, in consultation with the GUC Administrator and/or the PI Claims Administrator, as applicable, may elect to administer, dispute, object to, compromise, or otherwise resolve any such Class 9 Claim.

6. Cash on Hand

The Debtors or Reorganized Debtors, as applicable, shall use Cash on hand, if any, to fund distributions to certain Holders of Claims. All Excess Liquidity will be applied in accordance with the First Lien Exit Facilities Term Sheet; provided that, in the event the Reorganized Debtors enter into the Third-Party New Money Exit Facility, (a) all Excess Liquidity will be applied to reduce the Aggregate Rights Offering Amount, and (b) for the avoidance of doubt, the Debt Commitment Premium shall be paid in Cash as an Administrative Claim and "Excess Liquidity" will be calculated after giving effect to the payment thereof.

B. Restructuring Transactions

On or, with the consent of the Required Consenting BrandCo Lenders, before the Effective Date, the applicable Debtors or the Reorganized Debtors shall enter into any transactions and shall take any actions as may be necessary or appropriate to effectuate the Restructuring Transactions, including to establish Reorganized Holdings and, if applicable, to transfer assets of the Debtors to Reorganized Holdings or a subsidiary thereof. The applicable Debtors or the Reorganized Debtors will take any actions as may be necessary or advisable to effect a corporate restructuring of the overall corporate structure of the Debtors, in the Description of Transaction Steps, or in the Definitive Documents, including the issuance of all securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Plan, one or more intercompany mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dissolutions, transfers, liquidations, or other corporate transactions, in each case, subject to the consent of the Required Consenting BrandCo Lenders and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders.

The actions to implement the Restructuring Transactions may include: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or reorganization containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable parties may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the

applicable parties agree; (3) the filing of the New Organizational Documents and any appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable law; (4) the execution and delivery of the Equity Rights Offering Documents and any documentation related to the Exit Facilities; (5) if applicable, all transactions necessary to provide for the purchase of substantially all of the assets or Interests of any of the Debtors by one or more Entities to be wholly owned by Reorganized Holdings, which purchase, if applicable, may be structured as a taxable transaction for United States federal income tax purposes; (6) the settlement, reconciliation, repayment, cancellation, discharge, and/or release, as applicable, of Intercompany Claims consistent with the Plan; and (7) all other actions that the Debtors or the Reorganized Debtors determine to be necessary, including making filings or recordings that may be required by applicable law in connection with the Plan.

For purposes of consummating the Plan and the Restructuring Transactions, neither the occurrence of the Effective Date, any of the transactions contemplated in this Article IV.B, nor any of the transactions contemplated by the Description of Transactions Steps shall constitute a change of control under any agreement, contract, or document of the Debtors.

C. Corporate Existence

Except as otherwise provided in the Plan, the Description of Transaction Steps, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, each Debtor shall continue to exist after the Effective Date as a Reorganized Debtor and as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other analogous formation or governing documents) in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws (or other analogous formation or governing documents) are amended by the Plan or otherwise amended in accordance with applicable law; *provided* that, prior to the Effective Date, the Debtors and the Consenting BrandCo Lenders shall engage in good faith to execute mutually acceptable amendments with respect to the licensing of all intellectual property owned by the Debtors and any additional transactions or considerations related thereto. To the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, federal, or foreign law).

D. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan (including the Plan Supplement) or the Confirmation Order, on the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property (including all interests, rights, and privileges related thereto) in each Debtor's Estate, all Retained Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan, including Interests held by the Debtors in any non-Debtor Affiliates, shall vest in the applicable Reorganized Debtor, free and clear of all Liens, Claims, charges, encumbrances, or other interests, unless

expressly provided otherwise by the Plan or the Confirmation Order, subject to and in accordance with the Plan, including the Description of Transaction Steps. On and after the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Confirmation Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court, but subject in all respects to the Final DIP Order and the Plan.

E. Cancellation of Existing Indebtedness and Securities

Except as otherwise expressly provided in the Plan, the Confirmation Order, or any agreement, instrument, or other document entered into in connection with or pursuant to the Plan or the Restructuring Transactions, on the Effective Date, (1) all notes, bonds, indentures, certificates, securities, shares, equity securities, purchase rights, options, warrants, convertible securities or instruments, credit agreements, collateral agreements, subordination agreements, intercreditor agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any indebtedness or obligations of, or ownership interest in, the Debtors, or giving rise to any Claims against or Interests in the Debtors or to any rights or obligations relating to any Claims against or Interests in the Debtors (except with respect to such agreements, certificates, notes, or other instruments or documents evidencing indebtedness or obligation of, or ownership interest in, the Debtors that is specifically Reinstated, amended and Reinstated, or entered into pursuant to the Plan), including, without limitation, the 2016 Credit Agreement, the ABL Facility Credit Agreement, the BrandCo Credit Agreement, and the Unsecured Notes Indenture shall be canceled without any need for a Holder or Debtor to take any further action with respect thereto, and the duties and obligations of all parties thereto, including the Debtors or the Reorganized Debtors, as applicable, and any non-Debtor Affiliates, thereunder or in any way related thereto shall be deemed satisfied in full, canceled, released, discharged, and of no further force or effect and (2) the obligations of the Debtors or Reorganized Debtors, as applicable, pursuant, relating, or pertaining to any agreements, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the notes, bonds, indentures, certificates, securities, shares, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of or Interests in the Debtors (except with respect to such agreements, certificates, notes, or other instruments or documents evidencing indebtedness or obligation of or ownership interest in the Debtors that is specifically Reinstated, amended and Reinstated, or entered into pursuant to the Plan), including, without limitation, the 2016 Credit Agreement, the ABL Facility Credit Agreement, the BrandCo Credit Agreement, and the Unsecured Notes Indenture shall be released and discharged in exchange for the consideration provided under the Plan. Notwithstanding the foregoing, Confirmation, or the occurrence of the Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest shall continue in effect solely for purposes of (1) enabling Holders of Allowed Claims to receive distributions under the Plan as provided herein and subject to the terms and conditions of the applicable governing document or instrument as set forth therein, and (2) allowing and preserving the rights of each of the applicable agents and indenture trustees to (a) make or direct the distributions in accordance with the Plan as provided

herein and (b) assert or maintain any rights for indemnification (including on account of the 2016 Agent Surviving Indemnity Obligations) the applicable agent or indenture trustee may have arising under, and due pursuant to the terms of, the applicable governing document or instrument; *provided that*, subject to the treatment provisions of Article III of the Plan, no such indemnification may be sought from the Debtors, the Reorganized Debtors, or any Released Party. For the avoidance of doubt, nothing in this Plan shall, or shall be deemed to, alter, amend, discharge, limit, or otherwise impair the 2016 Agent Surviving Indemnity Obligations on or after the Effective Date, and any such obligation (whenever arising) survives Confirmation, Consummation, and the occurrence of the Effective Date, in each case in accordance with and subject to the terms and conditions of the 2016 Credit Agreement and regardless of the discharge and release of all Claims of the 2016 Agent against the Debtors or the Reorganized Debtors.

On the Effective Date, each holder of a certificate or instrument evidencing a Claim that is discharged by the Plan shall be deemed to have surrendered such certificate or instrument in accordance with the applicable indenture or agreement that governs the rights of such holder of such Claim. Such surrendered certificate or instrument shall be deemed canceled as set forth in, and subject to the exceptions set forth in, this Article IV.E.

Notwithstanding anything in this Article IV.E, the Unsecured Notes Indenture shall remain in effect solely with respect to the right of the Unsecured Notes Indenture Trustee to make Plan distributions in accordance with the Plan and to preserve the rights and protections of the Unsecured Notes Indenture Trustee with respect to the Holders of Unsecured Notes Claims, including the Unsecured Notes Indenture Trustee's charging lien and priority rights. Subject to the distribution of Class 8 Plan consideration delivered to it in accordance with the Unsecured Notes Indenture at the expense of the Reorganized Debtors, the Unsecured Notes Indenture Trustee shall have no duties to Holders of Unsecured Notes Claims following the Effective Date of the Plan, including no duty to object to claims or treatment of other creditors.

F. Corporate Action

On or, with the consent of the Required Consenting BrandCo Lenders, before the Effective Date, or as soon thereafter as is reasonably practicable, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including: (1) execution and entry into each of the Exit Facilities; (2) approval of and entry into the New Organizational Documents; (3) issuance and distribution of the New Securities, including pursuant to the Equity Rights Offering; (4) selection of the directors and officers for the Reorganized Debtors; (5) implementation of the Restructuring Transactions contemplated by the Plan; (6) adoption or assumption, if and as applicable, of the Employment Obligations; (7) the formation or dissolution of any Entities pursuant to and the implementation of the Restructuring Transactions and performance of all actions and transactions contemplated by the Plan, including the Description of Transaction Steps; (8) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; and (9) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for herein involving the corporate structure of the Debtors or the Reorganized Debtors, or any corporate, limited liability company, or related action required by the Debtors or the Reorganized Debtors in connection herewith shall be deemed to have occurred and shall be in effect in accordance with the Plan, including the Description of Transaction Steps, without any requirement of further action

by the shareholders, members, directors, or managers of the Debtors or Reorganized Debtors, and with like effect as though such action had been taken unanimously by the shareholders, members, directors, managers, or officers, as applicable, of the Debtors or Reorganized Debtors. Before, on, or after the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors. The authorizations and approvals contemplated by this Article IV.F shall be effective notwithstanding any requirements under non-bankruptcy law.

G. New Organizational Documents

To the extent required under the Plan or applicable non-bankruptcy law, on or promptly after the Effective Date, the Reorganized Debtors will file their applicable New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in their respective states or jurisdictions of incorporation or formation in accordance with the corporate laws of such respective states or jurisdictions of incorporation or formation. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents will prohibit the issuance of non-voting equity securities of Reorganized Holdings. After the Effective Date, the Reorganized Debtors may amend and restate their respective New Organizational Documents or otherwise restructure their legal Entity forms, without supervision or approval by the Bankruptcy Court and in accordance with applicable non-bankruptcy law.

The New Organizational Documents shall provide for the following minority protections (which shall not be subject to amendment other than with the consent of holders of at least two-thirds of the then-issued and outstanding shares of New Common Stock and as to which the New Organizational Documents will provide equivalent rights to all equivalent sized holders of New Common Stock): (1) annual audited and quarterly financial statements by Reorganized Holdings, as well as a quarterly management call, including a Q&A; (2) no transfer restrictions other than restrictions on transfers to competitors, customary drag-along and tag-along rights (in connection with a transfer of a majority of the then-outstanding New Common Stock), and other customary transfer restrictions (including restrictions on transfers that are not in compliance with applicable law or would require Reorganized Holdings to register securities or to register as an "investment company"), but in any event will not include any right of first refusal or right of first offer; and (3) customary pro rata preemptive rights in connection with equity issuances for cash (subject to customary carve outs) for accredited investor holders of New Common Stock above a specified threshold (which threshold shall be determined to provide such preemptive rights to approximately ten (10) holders as of the Effective Date).

H. Directors and Officers of the Reorganized Debtors

As of the Effective Date, the term of the current members of the boards of directors of each Debtor shall expire, and the New Boards shall be appointed in accordance with the New Organizational Documents of each Reorganized Debtor.

The members of the Reorganized Holdings Board immediately following the Effective Date shall be determined and selected by the Required Consenting 2020 B-2 Lenders.

Except as otherwise provided in the Plan, the Confirmation Order, the Plan Supplement, or the New Organizational Documents, the officers of the Debtors immediately before the Effective Date, as applicable, shall serve as the initial officers of the Reorganized Debtors on the Effective Date.

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose in the Plan Supplement the identity and affiliations of any Person proposed to serve on the initial Reorganized Holdings Board and New Subsidiary Boards, to the extent known at the time of filing, as well as those Persons that will serve as an officer of Reorganized Holdings or other Reorganized Debtor. To the extent any such director or officer is an "insider" as such term is defined in section 101(31) of the Bankruptcy Code, the nature of any compensation to be paid to such director or officer will also be disclosed. Each such director and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and may be replaced or removed in accordance with such New Organizational Documents.

I. Employment Obligations

Except as otherwise expressly provided in the Plan or the Plan Supplement, the Reorganized Debtors shall honor the Employment Obligations (1) existing and effective as of the Petition Date, (2) that were incurred or entered into in the ordinary course of business prior to the Effective Date, or (3) as otherwise agreed to between the Debtors and the Required Consenting BrandCo Lenders on or prior to the Effective Date. Additionally, on the Effective Date, the Reorganized Debtors shall assume (1) the Amended CEO Employment Agreement, and (2) the Amended Revlon Executive Severance Pay Plan, in each case, as adopted in accordance with the Restructuring Support Agreement, and such assumed agreements shall supersede and replace any existing executive severance plan for directors and above and the existing employment agreement of the Debtors' chief executive officer.

Except as otherwise expressly provided in the Plan or the Plan Supplement, to the extent that any of the Employment Obligations are executory contracts, pursuant to sections 365 and 1123 of the Bankruptcy Code, each of them shall be deemed assumed as of the Effective Date and assigned to the applicable Reorganized Debtor. For the avoidance of doubt, the foregoing shall not (1) limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to the Employment Obligations, or (2) impair the rights of the Debtors or Reorganized Debtors, as applicable, to implement the Management Incentive Plan in accordance with its terms and conditions and to determine the Employment Obligations of the Reorganized Debtors in accordance with their applicable terms and conditions on or after the Effective Date, in each case consistent with the Plan.

On the Effective Date, the Debtors shall assume all collective bargaining agreements.

The Confirmation Order shall approve the Enhanced Cash Incentive Program and the Global Bonus Program. As soon as practicable following the Effective Date (but no later than 21 days after the Effective Date, absent any ordinary course administrative delay that is not caused for purposes of circumventing this requirement by any equity holder or any member of the Reorganized Holdings Board other than the Debtors' chief executive officer), in connection with

the establishment of the Reorganized Holdings Board, the Reorganized Holdings Board shall approve, adopt, and affirm, as applicable, the implementation of (a) the Enhanced Cash Incentive Program, and (b) the Global Bonus Program, in each case, in accordance with the Plan and the Restructuring Support Agreement and effective as of the Effective Date (or, if the Debtors and the Required Consenting BrandCo Lenders agreed to prorate the KERP and KEIP through a date later than the Effective Date under Article IV.L, the first day after such date).

J. Qualified Pension Plans

On the Effective Date, the Debtors shall assume the Qualified Pension Plans in accordance with the terms of the Qualified Pension Plans and the relevant provisions of ERISA and the IRC.

All proofs of claim filed by PBGC shall be deemed withdrawn on the Effective Date.

K. Retiree Benefits

From and after the Effective Date, the Debtors shall assume and continue to pay all Retiree Benefit Claims in accordance with applicable law.

L. Key Employee Incentive/Retention Plans

On the Effective Date, the Debtors shall pay, to KEIP and KERP participants, as applicable, (1) all KERP amounts earnable for the quarter in which the Effective Date occurs prorated for the period from the first day of such quarter through and including the Effective Date (or such later date as agreed to between the Debtors and the Required Consenting BrandCo Lenders), (2) all KEIP amounts (including any catch-up amounts) earned by the KEIP participants based on the Debtors' good faith estimates of performance for the quarter in which the Effective Date occurs prorated for the period from the first day of such quarter through and including the Effective Date (or such later date as agreed to between the Debtors and the Required Consenting BrandCo Lenders), and (3) all KEIP amounts (including any catch-up amounts) earned by the KEIP participants for quarters ending prior to the quarter in which the Effective Date occurs but which remain unpaid, based on the Debtors' good faith estimates of performance for such quarters, with such estimates to be subject to the approval of the Required Consenting BrandCo Lenders, with such approval not to be unreasonably withheld, conditioned, or delayed.

Except as set forth in in this Article IV.L, the KEIP and KERP programs shall terminate effective as of the Effective Date (or such later date as agreed to between the Debtors and the Required Consenting BrandCo Lenders) and any clawback rights provided for under the KEIP or the KERP shall be released except as set forth in the Schedule of Retained Causes of Action.

M. Effectuating Documents; Further Transactions

On, before, or after (as applicable) the Effective Date, the Reorganized Debtors, the officers of the Reorganized Debtors, and members of the New Boards are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other

agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the Restructuring Transactions, the New Organizational Documents, the Exit Facilities Documents, and the securities issued pursuant to the Plan, including the New Securities, and any and all other agreements, documents, securities, filings, and instruments relating to the foregoing in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization, or consents except those expressly required pursuant to the Plan. The authorizations and approvals contemplated by this Article IV shall be effective notwithstanding any requirements under non-bankruptcy law.

N. Management Incentive Plan

By no later than January 1, 2024, the Reorganized Holdings Board shall implement the Management Incentive Plan that provides for the issuance of options and/or other equity-based compensation to the management and directors of the Reorganized Debtors in accordance with the Plan.

7.5% of the New Common Stock, on a fully diluted basis, shall be reserved for issuance under the Management Incentive Plan. The participants in the Management Incentive Plan, the allocations and form of the options and other equity-based compensation to such participants (including the amount of the allocations and the timing of the grant of the options and other equity-based compensation), and the terms and conditions of such options and other equity-based compensation (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights, and transferability) shall be determined by the Reorganized Holdings Board; *provided* that one-half of the MIP Equity Pool shall be awarded to participants under the Management Incentive Plan upon implementation no later than January 1, 2024.

O. Exemption from Certain Taxes and Fees

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property pursuant to the Plan shall not be subject to any stamp tax, document recording tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, personal property transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment in the United States, or any state or political subdivision thereof. The Confirmation Order shall direct and be deemed to direct the appropriate federal, state, or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (1) the creation, modification, consolidation, or recording of any mortgage, deed of trust, Lien, or other security interest, or the securing of indebtedness by such means or other means, (2) the making or assignment of any lease or sublease, (3) any Restructuring Transaction authorized by the Plan, and (4) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation, or dissolution; (c) deeds;

(d) bills of sale; (e) assignments executed in connection with any Restructuring Transaction occurring under the Plan; or (f) any of the other Definitive Documents.

P. Indemnification Provisions

On and as of the Effective Date, consistent with applicable law, the Indemnification Provisions in place as of the Effective Date (whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, other organized documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, shall be assumed by the Reorganized Debtors (and any such Indemnification Provisions in place as to any Debtors that are to be liquidated under the Plan shall be assigned to and assumed by an applicable Reorganized Debtor), deemed irrevocable, and will remain in full force and effect and survive the effectiveness of the Plan unimpaired and unaffected, and each of the Reorganized Debtors' New Organizational Documents will provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, employees, agents, managers, attorneys, and other professionals, at least to the same extent as such documents of each of the respective Debtors on the Petition Date but in no event greater than as permitted by law, against any Causes of Action. None of the Reorganized Debtors shall amend and/or restate its respective New Organizational Documents, on or after the Effective Date to terminate, reduce, discharge, impair or adversely affect in any way (1) any of the Reorganized Debtors' obligations referred to in the immediately preceding sentence or (2) the rights of such current and former directors, officers, employees, agents, managers, attorneys, and other professionals.

Q. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, any and all Retained Causes of Action (except, if the GUC Trust is established in accordance with the Plan, the GUC Trust may enforce all rights to commence and pursue Retained Preference Actions), whether arising before or after the Petition Date, including but not limited to any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. If the GUC Trust is established in accordance with the Plan, the GUC Trust (on its own behalf and, if the PI Settlement Fund is established in accordance with the Plan, as agent for the PI Settlement Fund) shall retain and may enforce all rights to commence and pursue any Retained Preference Actions, and the GUC Trust's rights to commence, prosecute, or settle such Retained Preference Actions shall be preserved notwithstanding the occurrence of the Effective Date. For the avoidance of doubt, the preservation of Retained Causes of Action described in the preceding sentence includes, but is not limited to, the Reorganized Debtors' retention of the Debtors' rights to (1) object to Administrative Claims, (2) object to other Claims, and (3) subordinate Claims, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article X of the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date.

The Reorganized Debtors may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors, in their respective discretion. The GUC Trust, if established, may pursue Retained Preference Actions and objections to General Unsecured Claims in accordance with the best interests of the GUC Trust and the PI Settlement Fund. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors (or, with respect to Retained Preference Actions, the GUC Trust) will not pursue any and all available Retained Causes of Action. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Retained Causes of Action against any Entity. The GUC Trust expressly reserves all rights to prosecute any and all Retained Preference Actions in accordance with the Plan.** The Reorganized Debtors and, solely with respect to Retained Preference Actions and the allowance or disallowance of General Unsecured Claims, the GUC Trust, as applicable, expressly reserve all and shall retain the applicable Retained Causes of Action, for later adjudication or settlement, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all Retained Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Retained Causes of Action except as otherwise expressly provided in the Plan and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

R. GUC Trust and PI Settlement Fund

On the Effective Date, solely in the event that any Class of General Unsecured Claims votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the GUC Trust shall be established in accordance with the GUC Trust Agreement. The GUC Trust Agreement shall be (a) drafted by the Creditors' Committee and (b) in substantially the form included in the Plan Supplement.

On the Effective Date, solely in the event that Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the PI Settlement Fund shall be established in accordance with the terms of the PI Settlement Fund Agreement and the Plan. The PI Settlement Fund Agreement shall be (a) drafted by the Creditors' Committee and (b) in substantially the form included in the Plan Supplement.

On the Effective Date, or with respect to the GUC Settlement Top Up Amount and any increase to the GUC Trust/PI Fund Operating Reserve, after the Effective Date, in accordance with the Plan, the GUC Trust Assets shall vest in the GUC Trust and the PI Settlement Fund Assets shall vest in the PI Settlement Fund, as applicable, free and clear of all Claims, Interests, liens, and other encumbrances. For the avoidance of doubt, any portion of the GUC Settlement Total Amount allocable to any Class of General Unsecured Claims that votes to reject the Plan shall be

retained by the Reorganized Debtors. Additional assets may vest in the GUC Trust and the PI Settlement Fund from time to time after the Effective Date in the event that an additional GUC Settlement Top Up Amount becomes due, or in the event that additional assets are added to the GUC Trust/PI Fund Operating Reserve pursuant to the Plan.

The GUC Trust or PI Settlement Fund, as applicable, shall have the sole power and authority to: (1) receive and hold the GUC Trust Assets and the PI Settlement Fund Assets, as the case may be; (2) except with respect to Hair Straightening Claims, administer, dispute, object to, compromise, or otherwise resolve all General Unsecured Claims in any Class of General Unsecured Claims that votes to accept the Plan; *provided* that the Debtors, with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders and in consultation with the Creditors' Committee, or the Reorganized Debtors, in consultation with the GUC Administrator or PI Claims Administrator, as applicable, may elect to administer, dispute, object to, compromise, or otherwise resolve any such Claim (other than a Talc Personal Injury Claim administered pursuant to the PI Claims Distribution Procedures); (3) make distributions in accordance with the Plan to Holders of Allowed General Unsecured Claims in any Class that votes to accept the Plan; and (4) in the case of the GUC Trust only, on its own behalf and acting as agent for the PI Settlement Fund, commence and pursue the Retained Preference Actions, and manage and administer any proceeds thereof in accordance with the Plan. The Debtors or the Reorganized Debtors, as applicable, shall have the sole power and authority to administer, dispute, object to, compromise, or otherwise resolve all Hair Straightening Claims; *provided*, *that*, for the avoidance of doubt, the GUC Trust shall pay, pursuant to Article III.C.12 of the Plan, any Allowed Hair Straightening Claims that are liquidated in accordance with Article IX.A.6 of the Plan and the GUC Trust Agreement and the sole recovery from the Estates on account of Hair Straightening Claims shall be from the GUC Trust in accordance with Article III.C.12 of the Plan and the GUC Trust Agreement.

The GUC Administrator, the PI Claims Administrator, and their respective counsel shall be selected by the Creditors' Committee and disclosed in the Plan Supplement prior to commencement of the Confirmation Hearing. The identity of the GUC Administrator, the PI Claims Administrator, and their respective counsel, and the terms of their compensation shall be reasonably acceptable to the Debtors and the Required Consenting BrandCo Lenders. In furtherance of and consistent with the purpose of the GUC Trust or PI Settlement Fund, as applicable, and the Plan, the GUC Administrator and/or PI Claims Administrator, as applicable, shall: (1) have the power and authority to perform all functions on behalf of the GUC Trust or PI Settlement Fund, as applicable; (2) undertake, with the cooperation of the Reorganized Debtors, all administrative responsibilities that are provided in the Plan and the GUC Trust Agreement or PI Settlement Fund Agreement, as applicable, including filing the applicable operating reports and administering the closure of the Chapter 11 Cases, which reports shall be delivered to the Reorganized Debtors; (3) be responsible for all decisions and duties with respect to the GUC Trust or PI Settlement Fund, as applicable, and the GUC Trust Assets and the PI Settlement Fund Assets, as applicable; (4) allocate the GUC Trust/PI Fund Operating Reserve between the GUC Trust and the PI Settlement Fund, and administer such funds in accordance with the terms of the Plan, the GUC Trust Agreement, and the PI Settlement Fund Agreement; and (5) in all circumstances and at all times, act in a fiduciary capacity for the benefit and in the best interests of the beneficiaries of the GUC Trust or PI Settlement Fund Agreement, as applicable, in furtherance of the purpose

of the GUC Trust and PI Settlement Fund Agreement and in accordance with the Plan and the GUC Trust Agreement or PI Settlement Fund Agreement, as applicable.

All expenses (including taxes) of the PI Settlement Fund shall be GUC Trust/PI Fund Operating Expenses and shall be payable solely from the GUC Trust/PI Fund Operating Reserve.

S. Restructuring Expenses

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases on the dates on which such amounts would be required to be paid under the Term DIP Credit Agreement, the DIP Orders, or the Restructuring Support Agreement) without the requirement to file a fee application with the Bankruptcy Court, without the need for time detail, and without any requirement for review or approval by the Bankruptcy Court or any other party. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least two (2) Business Days before the anticipated Effective Date; *provided* that such estimates shall not be considered to be admissions or limitations with respect to such Restructuring Expenses. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay, when due, pre- and post-Effective Date Restructuring Expenses, whether incurred before, on or after the Effective Date. For the avoidance of doubt, the payment of the fees and expenses of the Unsecured Notes Indenture Trustee pursuant to this Article IV.S of the Plan shall be deemed to be part of the treatment of Class 8 and not by reason of the Unsecured Notes Indenture Trustee's membership on the Committee.

ARTICLE V.

THE GUC TRUST

A. Establishment of the GUC Trust

On the Effective Date, solely in the event that any Class of General Unsecured Claims votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the GUC Trust shall be established in accordance with the terms of the GUC Trust Agreement and the Plan. The GUC Trust Agreement shall be (a) drafted by the Creditors' Committee and (b) in substantially the form included in the Plan Supplement.

The GUC Trust shall be established to liquidate the GUC Trust Assets and make distributions in accordance with the Plan, Confirmation Order, and GUC Trust Agreement, and in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the GUC Trust. The GUC Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treasury Regulations Section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, and thus, as a "grantor trust" within the meaning of Sections 671 through 679 of the Tax Code. Accordingly, the GUC Trust Beneficiaries shall be treated for U.S. federal income tax purposes (1) as direct recipients of undivided interests in the

GUC Trust Assets (other than to the extent the GUC Trust Assets are allocable to Disputed Claims) and as having immediately contributed such assets to the GUC Trust, and (2) thereafter, as the grantors and deemed owners of the GUC Trust and thus, the direct owners of an undivided interest in the GUC Trust Assets (other than such GUC Trust Assets that are allocable to Disputed Claims).

B. The GUC Administrator

The identity of the GUC Administrator shall be disclosed in the Plan Supplement prior to entry of the Confirmation Order on the docket of the Chapter 11 Cases.

C. Certain Tax Matters

The GUC Administrator shall file tax returns for the GUC Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a) and in accordance with the Plan. The GUC Trust's items of taxable income, gain, loss, deduction, and/or credit (other than such items is respect of any assets allocable to, or retained on account of, Disputed Claims) will be allocated to each holder in accordance with their relative ownership of GUC Trust Interests.

As soon as possible after the Effective Date, the GUC Administrator shall make a good faith valuation of the GUC Trust Assets and such valuation shall be used consistently by all parties for all U.S. federal income tax purposes.

The GUC Administrator may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the GUC Trust for all taxable periods through the dissolution thereof. Nothing in this Article V.C shall be deemed to determine, expand, or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

The GUC Administrator (1) may timely elect to treat any GUC Trust Assets allocable to Disputed Claims as a "disputed ownership fund" governed by Treasury Regulations Section 1.468B-9, and (2) to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a "disputed ownership fund" election is made, all parties (including the GUC Administrator and the holders of GUC Trust Interests) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing. The GUC Administrator shall file all income tax returns with respect to any income attributable to a "disputed ownership fund" and shall pay the U.S. federal, state, and local income taxes attributable to such disputed ownership fund based on the items of income, deduction, credit, or loss allocable thereto. The Reorganized Debtors and the GUC Administrator shall cooperate to ensure that any distributions made in respect of Claims that are in the nature of compensation for services (including the Non-Qualified Pension Claims) ("Wage Distributions") are processed through appropriate payroll processing systems or arrangements and are subject to appropriate payroll tax withholding and reporting, and that any applicable payroll taxes associated therewith are properly remitted to taxing authorities. The Reorganized Debtors and the GUC Trust shall, if so requested by the GUC Trust, cooperate in good faith to agree to such procedures so as to permit such Wage Distributions to be processed through the Reorganized Debtors' payroll processing systems (which may, for the avoidance of doubt, be administered by a third party). The employer portion of any payroll taxes applicable to Wage Distributions shall be solely borne by the Reorganized Debtors;

neither the GUC Trust nor the GUC Trust/PI Fund Operating Reserve shall bear any liability for the employer portion of any payroll taxes applicable to Wage Distributions.

ARTICLE VI.

PI SETTLEMENT FUND

A. Establishment of the PI Settlement Fund

On the Effective Date, solely in the event that Class 9(a) votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, the PI Settlement Fund shall be established in accordance with the terms of the PI Settlement Fund Agreement and the Plan. The PI Settlement Fund Agreement shall be (a) drafted by the Creditors' Committee and (b) in substantially the form included in the Plan Supplement. The PI Settlement Fund shall be established to make distributions to Holders of Talc Personal Injury Claims in accordance with the PI Claims Distribution Procedures and the Plan. All expenses (including taxes) incurred by the PI Settlement Fund shall be recorded on the books and records (and reported on all applicable tax returns) as expenses of the PI Settlement Fund; *provided however that*, the PI Settlement Fund shall remit all invoices or other documentation with respect to such expenses for payment to the GUC Administrator and the GUC Administrator shall timely make such payments on behalf of the PI Settlement Fund solely from the GUC Trust/PI Fund Operating Reserve.

The Bankruptcy Court shall have continuing jurisdiction over the PI Settlement Fund.

B. The PI Claims Distribution Procedures

The PI Claims Distribution Procedures shall be established solely to implement the Plan and Plan Settlement. Nothing in the PI Claims Distribution Procedures or any other Definitive Document is intended to be, nor shall it be construed as, an admission by the Debtors or any other Entity as to any Talc Personal Injury Claim, nor shall any Definitive Document, including the PI Claims Distribution Procedures, or any component thereof be admissible as evidence of, or have any *res judicata*, collateral estoppel, or other preclusive or precedential effect regarding, (i) any alleged asbestos contamination in any product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by the Debtors, the Reorganized Debtors, or any other Entity or for which the Debtors, the Reorganized Debtors, any of their insurers, or any other Entity otherwise have legal responsibility, or (ii) any liability of the Debtors, the Reorganized Debtors, any of their insurers, or any other Entity or the amount of any alleged liability, in respect of any personal injury actually or allegedly caused by any talc-containing allegedly asbestos-contaminated product manufactured, sold, supplied, produced, distributed, released, advertised, or marketed by the Debtors, the Reorganized Debtors, or any other Entity or for which the Debtors, the Reorganized Debtors, any of their insurers, or any other Entity otherwise have legal responsibility. Likewise, no decision of the PI Claims Administrator or the TAC (as defined in the PI Settlement Fund Agreement) to approve or make any distribution upon any Talc Personal Injury Claim shall be admissible as evidence of, or have any *res judicata*, collateral estoppel, or other preclusive or precedential effect regarding, liability to be imposed against the Debtors, the Reorganized Debtors, their Affiliates, or any other Entity, including, without

limitation, any insurer, other than the PI Settlement Fund. The Confirmation Order shall constitute findings and orders with regard to this Article VI.B. For the avoidance of doubt, the PI Claims Distribution Procedures and determination thereunder of the amount of and liability for any Talc Personal Injury Claims shall be for the sole purpose of distributing the recoveries provided by the Debtors to Class 9(a) under the Plan and for no other purpose. The insurers reserve all rights to defend and contest applicable causes of action or demands to the extent that they are brought against the insurers, or to the extent that such causes of action or demands seek recovery from the insurers.

C. The PI Claims Administrator

The identity of the PI Claims Administrator shall be disclosed in the Plan Supplement prior to entry of the Confirmation Order on the docket of the Chapter 11 Cases.

D. Certain Tax Matters

The PI Settlement Fund is intended to be treated, and shall be reported, as a "qualified settlement fund" for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes to the extent applicable. The PI Claims Administrator shall be the "administrator" of the PI Settlement Fund within the meaning of Treasury Regulations section 1.468B-2(k)(3).

The PI Claims Administrator shall be responsible for filing all tax returns of the PI Settlement Fund and the payment, out of the assets of PI Settlement Fund, of any taxes due by or imposed on the PI Settlement Fund.

The PI Claims Administrator may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the PI Settlement Fund for all taxable periods through the dissolution thereof. Nothing in this Article VI.D shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

ARTICLE VII.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided herein, all Executory Contracts or Unexpired Leases will be deemed assumed as of the Effective Date, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the Debtors; (2) are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; or (3) are the subject of a motion to reject such Executory Contracts or Unexpired Leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such rejection is on or after the Effective Date. The assumption or rejection of all executory contracts and unexpired leases in the Chapter 11 Cases or in the Plan shall be determined by the Debtors, with the consent of the Required Consenting BrandCo Lenders. Entry of the Confirmation Order

by the Bankruptcy Court shall constitute approval of such assumptions, assumptions and assignments, and the rejection of the Executory Contracts or Unexpired Leases listed on the Schedule of Rejected Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to reject Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed pursuant to this Article VII.A or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date or such later date as provided in this Article VII.A, shall revest in and be fully enforceable by the Debtors or the Reorganized Debtors, as applicable, in accordance with such Executory Contract and/or Unexpired Lease's terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including, without limitation, any "change of control" (whether direct or indirect) or "anti-assignment" provision, or similar provision implicated by a conversion of the form of entity of the Debtors or their Affiliates), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other rights, including default-related rights, due to the conversion of the form of entity of, as applicable, the Debtors or their Affiliates thereto. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, shall have the right to alter, amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases, including by way of adding or removing a particular Executory Contract or Unexpired Lease from the Schedule of Rejected Executory Contracts and Unexpired Leases, at any time through and including sixty (60) Business Days after the Effective Date; *provided that*, after the Confirmation Date, the Debtors may not subsequently reject any Unexpired Lease of nonresidential real property under which any Debtor is the lessee that was not previously rejected (or subject to a motion to reject) or designated as rejected on the Schedule of Rejected Executory Contracts and Unexpired Leases absent consent of the applicable lessor; *provided further that*, with respect to any Unexpired Lease subject to a dispute regarding (1) the amount of the Cure Claim, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under such Unexpired Lease to be assumed, if required, or (3) any other matter pertaining to assumption, the Debtors may reject such Unexpired Lease within 30 days following entry of a Final Order of the Bankruptcy Court resolving such dispute.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court or the Voting and Claims Agent and served on the Debtors or Reorganized Debtors, as applicable, by the later of (1) the applicable Claims Bar Date, and (2) thirty (30) calendar days after notice of such rejection is served on the applicable claimant. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be automatically Disallowed and

forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, including any Claims against any Debtor listed on the Schedules as unliquidated, contingent, or disputed. Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as Other General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any cure amount has been fully paid or for which the cure amount is $0 pursuant to this Article VII, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any Cure Claims shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Claim in Cash on the Effective Date or as soon as reasonably practicable thereafter, with such Cure Claim being $0.00 if no amount is listed in the Cure Notice, subject to the limitations described below, or on such other terms as the party to such Executory Contract or Unexpired Lease may otherwise agree. In the event of a dispute regarding (1) the amount of the Cure Claim, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, if required, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall only be made following the entry of a Final Order or orders resolving the dispute and approving the assumption or by mutual agreement between the Debtors or the Reorganized Debtors, as applicable, and the applicable counterparty, with the reasonable consent of the Required Consenting BrandCo Lenders.

At least fourteen (14) calendar days before the Confirmation Hearing, the Debtors shall distribute, or cause to be distributed, Cure Notices and proposed amounts of Cure Claims to the applicable Executory Contract or Unexpired Lease counterparties. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be Filed, served, and actually received by the Debtors at least seven (7) calendar days before the Confirmation Hearing. Any such objection to the assumption of an Executory Contract or Unexpired Lease shall be heard by the Bankruptcy Court on or before the Effective Date, unless a later date is agreed to between the Debtors or the Reorganized Debtors, on the one hand, and the counterparty to the Executory Contract or Unexpired Lease, on the other hand, or by order of the Bankruptcy Court; *provided*, *however*, that any such objection that is timely Filed by Broadstone Rev New Jersey, LLC or 540 Beautyrest Avenue, LLC shall be heard by the Bankruptcy Court on or before the Confirmation Date, unless a later date is agreed to between the Debtors or the Reorganized Debtors, on the one hand, and Broadstone Rev New Jersey, LLC or 540 Beautyrest Avenue, LLC, as applicable, on the other hand, or by order of the Bankruptcy

Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount shall be deemed to have assented to such assumption and/or cure amount.

The Debtors or Reorganized Debtors, as applicable, reserve the right to reject any Executory Contract or Unexpired Lease in resolution of any cure disputes. Notwithstanding anything to the contrary herein, if at any time the Bankruptcy Court determines that the Allowed Cure Claim with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable Cure Notice, the Debtors or Reorganized Debtors, as applicable, will have the right, at such time, to add such Executory Contract or Unexpired Lease to the Schedule of Rejected Executory Contracts and Unexpired Leases, in which case such Executory Contract or Unexpired Lease shall be deemed rejected as the Effective Date.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Debtor or defaults, whether monetary or nonmonetary, including defaults of provisions restricting a change in control or any bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date that the Debtors or Reorganized Debtors assume such Executory Contract or Unexpired Lease; *provided* that nothing herein shall prevent the Reorganized Debtors from (1) paying any Cure Claim despite the failure of the relevant counterparty to File such request for payment of such Cure Claim or (2) settling any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court, in each case in clauses (1) or (2), with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Consenting 2020 B-2 Lenders. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed and cured shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

D. Pre-existing Obligations to the Debtors under Executory Contracts and Unexpired Leases

Notwithstanding any non-bankruptcy law to the contrary, the Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased, or services previously received, by the contracting Debtors from counterparties to rejected or repudiated Executory Contracts and Unexpired Leases. For the avoidance of doubt, the rejection of any Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Debtors under or in relation to such Executory Contracts and Unexpired Leases.

E. D&O Insurance

All of the Debtors' directors' and officers' liability insurance policies (including any "tail policies"), and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, the Debtors shall be deemed to have assumed all such directors' and officers' liability insurance policies and any agreements, documents, and instruments related thereto. In addition, on and after the Effective

Date, none of the Reorganized Debtors shall terminate or otherwise reduce, limit or restrict the coverage under any of the directors' and officers' liability insurance policies with respect to conduct occurring prior thereto, and, subject to and in accordance with the terms and conditions of the directors' and officers' liability insurance policies, all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such directors' and officers' insurance policy (including any "tail policies") for the full term of such policy regardless of whether such directors and/or officers remain in such positions after the Effective Date. Notwithstanding anything to the contrary in Article X.D and Article X.E, all of the Debtors' current and former officers' and directors' rights as beneficiaries of such insurance policies, if any, are preserved to the extent set forth herein.

F. Insurance Obligations

Subject to Article VIII.L.3 of the Plan, and except as otherwise expressly provided in this provision or elsewhere in the Plan, the Reorganized Debtors shall honor all of the Debtors' obligations under the Debtors' insurance policies, including, for the avoidance of doubt, any policies where a Debtor is an insured or counterparty, and any agreements, documents, or instruments relating thereto; *provided* that none of the Debtors, their Estates, the Reorganized Debtors, each of their respective Affiliates, or any other Entity shall have any obligation now or in the future to pay, reimburse, or otherwise satisfy any applicable Hair Straightening Deductible or SIR Obligations that are due or become due (or otherwise would become due) in the future under the terms of any insurance policy; *provided further*, *that* for the avoidance of doubt, the Reorganized Debtors shall honor the Debtors' obligations in respect of any Hair Straightening Claims Defense Costs.

For the avoidance of doubt, except as set forth in Articles VII.F and VIII.L.3 of the Plan, all of the Debtors' insurance policies, including, for the avoidance of doubt, any policies where a Debtor is an insured or counterparty, and all rights and obligations of the Debtors thereunder will automatically become vested, unaltered, in the applicable Reorganized Debtors as of the Effective Date without necessity for further approvals or orders. Subject to Articles VII.F and VIII.L.3 of the Plan, nothing in the Plan shall alter, modify, amend, affect, impair, or prejudice the legal, equitable, or contractual rights, obligations, or defenses of the Debtors, the Reorganized Debtors, Zurich, Chubb, or any other individual or entity, as applicable, under (or affect the coverage, including any coverage for Hair Straightening Claims, under) the Debtors' insurance policies, including, for the avoidance of doubt, any policies where a Debtor is an insured or counterparty.

This Article VII.F shall not apply to any of the Debtors' directors' and officers' insurance policies, which are subject to Article VII.E of the Plan.

G. Special Provisions Regarding Zurich Insurance Contracts and Chubb Insurance Contracts

Notwithstanding anything to the contrary in the Definitive Documents, any Cure Notice, any bar date notice or claim objection, any documents related to any of the foregoing or any other order of the Bankruptcy Court (including, without limitation, any provision that purports

to be preemptory or supervening, grants an injunction, discharge or release, confers Bankruptcy Court jurisdiction or requires a party to opt out of any releases):

1. On the Effective Date, and subject to the compromise set forth in, and as modified by, subsection 6 of this Article VII.G of the Plan, each applicable Reorganized Debtor shall assume all Zurich Insurance Contracts and all Chubb Insurance Contracts which identify the applicable Debtor as an insured or as a counterparty thereto to the full extent of the relationship between the applicable Debtor and Zurich or the applicable Debtor and Chubb, pursuant to sections 105 and 365 of the Bankruptcy Code, and the entry of the Confirmation Order will constitute both approval of such assumption and a finding by the Bankruptcy Court that such assumption is in the best interests of the Estates;

2. Except as expressly set forth in Articles VII.F and VIII.L.3 of the Plan, on and after the Effective Date, the Reorganized Debtors shall become and remain liable in full for all of their and the Debtors' obligations under the Zurich Insurance Contracts and the Chubb Insurance Contracts in accordance with the terms thereof, regardless of when they arise, without the need or requirement for Zurich or Chubb to file or serve any Proof of Claim, Cure Claim, or a request, application, claim, proof or motion for payment or allowance of any Administrative Claim;

3. Except as expressly set forth in Articles VII.F and VIII.L.3 of the Plan, nothing alters, modifies, or otherwise amends the terms and conditions of the Zurich Insurance Contracts or the Chubb Insurance Contracts, any reinsurance agreements related thereto, and any rights and obligations (including, without limitation, any obligations or liabilities of any of the Debtors' Affiliates) and coverage thereunder shall be determined under the Zurich Insurance Contracts and the Chubb Insurance Contracts, as applicable, and applicable non-bankruptcy law as if the Chapter 11 Cases had not occurred;

4. Except as expressly set forth in Articles VII.F and VIII.L.3 of the Plan, nothing alters or modifies the duty, if any, of Zurich or Chubb to pay claims covered by the Zurich Insurance Contracts or the Chubb Insurance Contracts, as applicable, or Zurich's or Chubb's right to seek payment or reimbursement from the Debtors or the Reorganized Debtors or to draw on any collateral or security therefor in accordance with the terms of the Zurich Insurance Contracts or the Chubb Insurance Contracts, as applicable;

5. The automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article X.G of the Plan, if and to the extent applicable, shall be deemed lifted and/or modified without further order of the Bankruptcy Court, solely to permit: (i)(A) Holders of valid Workers' Compensation Claims to proceed with such Workers' Compensation Claims and (B) Holders of direct action claims against Zurich or Chubb under applicable non-bankruptcy law to proceed with such direct action claims; *provided* that the foregoing clause (i)(B) shall be without prejudice to any defenses that the Reorganized Debtors might assert to any claim asserted by Zurich or Chubb against the Reorganized Debtors arising from any payment by Zurich or Chubb on account of any such claim; and *provided, further*, that any recoveries or payments on account of such claims shall be in accordance with and subject to Articles VII.F and VIII.L.3 of the Plan; (ii) Zurich and Chubb to administer, handle, defend, settle, and/or pay, in the ordinary course of

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business and without further order of this Bankruptcy Court, subject to Articles VII.F and VIII.L.3 of the Plan and the terms of the applicable Zurich Insurance Contracts or Chubb Insurance Contracts, (A) Workers' Compensation Claims, (B) Claims where the Holder asserts a direct claim against Zurich or Chubb under applicable non-bankruptcy law or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in Article X.G of the Plan to proceed with its claim, (C) Claims or Causes of Action by Hair Straightening Claimants seeking to recover amounts due under any insurance policy in excess of any applicable Hair Straightening Deductible or SIR Obligation on account of Hair Straightening Claims, and (D) all costs in relation to each of the foregoing; and (iii) Zurich or Chubb to take, in their sole discretion, other actions relating to, as applicable, the Zurich Insurance Contracts or the Chubb Insurance Contracts (including effectuating a setoff), to the extent permissible under applicable non-bankruptcy law, and in accordance with the terms of the Zurich Insurance Contracts or Chubb Insurance Contracts, as applicable, and subject to Articles VII.F and VIII.L.3 of the Plan; and

6. The terms set forth in Articles VII.F and VIII.L.3 of the Plan with respect to Hair Straightening Claims are compromises between (i) the Debtors and Zurich with respect to Zurich's potential objections to the Plan and treatment of Hair Straightening Deductible or SIR Obligations, and (ii) the Debtors and Chubb with respect to Chubb's potential objections to the Plan and treatment of Hair Straightening Deductible or SIR Obligations, and the Hair Straightening Claimants have consented or shall be deemed to consent to such compromises set forth in the foregoing clauses (i) and (ii), and any Zurich Insurance Contracts and Chubb Insurance Contracts that provide coverage for Hair Straightening Claims are modified solely as set forth in Articles VII.F and VIII.L.3 of the Plan; and for the avoidance of doubt, Zurich and Chubb shall not be deemed to release the Debtors, the Reorganized Debtors, and/or any of the Debtors' Affiliates of any obligations under the Zurich Insurance Contracts and the Chubb Insurance Contracts, as applicable, except as specifically set forth in Articles VII.F and VIII.L.3 of the Plan.

H. Indemnification Provisions

Except as otherwise provided in the Plan, on and as of the Effective Date, any of the Debtors' indemnification rights with respect to any contract or agreement that is the subject of or related to any litigation against the Debtors or Reorganized Debtors, as applicable, shall be assumed by the Reorganized Debtors and otherwise remain unaffected by the Chapter 11 Cases.

I. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Unless otherwise provided in the Plan or by separate order of the Bankruptcy Court, each Executory Contract or Unexpired Lease that is assumed shall include (1) all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affect such Executory Contract or Unexpired Lease, and (2) all Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, reciprocal easement agreements and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated pursuant to an order of the Bankruptcy Court or under the Plan.

Except as otherwise provided by the Plan or by separate order of the Bankruptcy Court, modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases and actions taken in accordance therewith (1) shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims against any Debtor that may arise in connection therewith, (2) are not and do not create postpetition contracts or leases, (3) do not elevate to administrative expense priority any Claims of the counterparties to such Executory Contracts and Unexpired Leases against any of the Debtors, and (4) do not entitle any Entity to a Claim against any of the Debtors under any section of the Bankruptcy Code on account of the difference between the terms of any prepetition Executory Contracts or Unexpired Leases and subsequent modifications, amendments, supplements, or restatements.

J. Reservation of Rights

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases or any Cure Notice, nor anything contained in the Plan or the Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If, prior to the Effective Date, there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, or Reorganized Debtors, as applicable, shall have forty-five (45) calendar days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

K. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

L. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) that had not been rejected as of the date of Confirmation will survive and remain obligations of the applicable Reorganized Debtor.

ARTICLE VIII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed

Unless otherwise provided in the Plan, on the Effective Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim), each Holder of an Allowed Claim shall be entitled to receive the full amount of the distributions that the Plan provides for Allowed Claims in each applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims (which will only be made if and when they become Allowed Claims) shall be made pursuant to the provisions set forth in Article IX of the Plan. Except as otherwise expressly provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date. The Debtors shall have no obligation to recognize any transfer of Claims against any Debtor or privately held Interests occurring on or after the Distribution Record Date. Distributions to Holders of Claims or Interests related to public securities shall be made to such Holders in exchange for such securities, which shall be deemed canceled as of the Effective Date.

B. Distributions on Account of Obligations of Multiple Debtors

For all purposes associated with distributions under the Plan, each Class 9 General Unsecured Claim that has been asserted against multiple debtors will be treated as a single Claim and shall result in a single distribution under the Plan.

C. Disbursing Agent

Except as otherwise provided in the Plan, all distributions under the Plan shall be made by the Disbursing Agent on the Effective Date or as soon as reasonably practicable thereafter. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

D. Rights and Powers of Disbursing Agent

1. Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and out-of-pocket expenses incurred by the Disbursing Agent on or after the Effective Date

(including taxes other than any income taxes) and any reasonable compensation and out-of-pocket expense reimbursement claims (including reasonable and documented attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors; *provided* that all such expenses, compensation, and reimbursement claims of the GUC Administrator, the PI Claims Administrator, or the Unsecured Notes Indenture Trustee shall be paid from the GUC Trust/PI Fund Operating Reserve.

E. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions

(a) Delivery of Distributions to Holders of Allowed Credit Agreement Claims

Except as otherwise provided in the Plan, all distributions under the Plan on account of an Allowed FILO ABL Claim, OpCo Term Loan Claim, 2020 Term B-1 Loan Claim, or 2020 Term B-2 Loan Claim shall be made by the Reorganized Debtors or the Disbursing Agent, as applicable, to the Holder of record of such Allowed Claim as of the Distribution Record Date (as determined and maintained by the ABL Agent, 2016 Agent, or BrandCo Agent, as applicable) or as otherwise reasonably directed by such Holder to the Disbursing Agent. For the avoidance of doubt, to the extent permitted by the 2016 Credit Agreement, all distributions under the Plan on account of an Allowed 2016 Term Loan Claim (other than any Allowed 2016 Term Loan Claim held by a Released Party) shall be subject to, and shall not limit the ability of the 2016 Agent to offset, any 2016 Agent Surviving Indemnity Obligations.

(b) Delivery of Distributions to Unsecured Notes Indenture Trustee

In the event that Class 8 votes to accept the Plan and the Creditors' Committee Settlement Conditions are satisfied, (i) distributions to be made to Holders of Allowed Unsecured Notes Claims shall be made to, or at the reasonable direction of, the Unsecured Notes Indenture Trustee, which shall transmit or direct the transmission of such distributions to Holders of Allowed Unsecured Notes Claims, subject to the priority and charging lien rights of the Unsecured Notes Indenture Trustee, in accordance with the Unsecured Notes Indenture and the Plan, (ii) the Unsecured Notes Indenture Trustee, subject to the payment of its fees and expenses to the extent set forth in the Plan, shall transfer or direct the transfer of such distributions through the facilities of DTC, and (iii) the Unsecured Notes Indenture Trustee shall be entitled to recognize and deal for all purposes under the Plan with Holders of the Unsecured Notes Claims to the extent consistent with the customary practices of DTC, and all distributions to be made to Holders of Unsecured Notes Claims shall be delivered to the Unsecured Notes Indenture Trustee in a form that is eligible to be distributed through the facilities of DTC. If Class 8 votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, distributions in respect of the Consenting Unsecured Noteholder Recovery shall be made to each Holder of Unsecured Notes Claims that has voted to accept the Plan on account of such Claims and that otherwise qualifies as a Consenting Unsecured Noteholder according to the information provided on such Holder's ballot or the applicable master ballot, as applicable, in respect of such vote, and such distributions shall be made at the expense of the Debtors with the assistance of the Voting and Claims Agent and shall be subject to all charging lien and priority distribution rights of the Unsecured Notes Indenture

Trustee to the extent provided in the Unsecured Notes Indenture with respect to any unpaid fees and expenses as of the Effective Date.

(c) Delivery of Distributions in General

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims (other than Holders specified in Article VIII.E.1(a) or (b)) or Interests shall be made to Holders of record as of the Distribution Record Date by the Reorganized Debtors or the applicable Disbursing Agent: (i) to the signatory set forth on any of the Proofs of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have been notified in writing of a change of address); (ii) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors after the date of any related Proof of Claim; (iii) at the addresses reflected in the Schedules if no Proof of Claim has been Filed and the Reorganized Debtors have not received a written notice of a change of address; or (iv) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf. The Debtors and the Reorganized Debtors shall not incur any liability whatsoever on account of any distributions under the Plan, except in the event of gross negligence or willful misconduct, as determined by a Final Order of a court of competent jurisdiction. Subject to this Article VIII, distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Reorganized Debtors, and the Disbursing Agents, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan, except in the event of actual fraud, gross negligence, or willful misconduct, as determined by a Final Order of a court of competent jurisdiction.

2. Record Date of Distributions

As of the close of business on the Distribution Record Date, the various transfer registers for each Class of Claims as maintained by the Debtors or their respective agents shall be deemed closed, and there shall be no further changes in the record Holders of any Claims. The Disbursing Agent shall have no obligation to recognize any transfer of Claims occurring on or after the Distribution Record Date. In addition, with respect to payment of any cure amounts or disputes over any cure amounts, neither the Debtors nor the Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable Executory Contract or Unexpired Lease as of the Effective Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Cure Claim. For the avoidance of doubt, the Distribution Record Date shall not apply to distributions to Holders of Unsecured Notes Claims, the Holders of which shall receive distributions, if applicable, in accordance with Article VIII.E.1(b) of the Plan.

3. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the Reorganized Debtors, on the one hand, and the Holder of a Disputed Claim, on the other hand, or as set forth in a Final Order, no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all of the Disputed Claim has become an

Allowed Claim or has otherwise been resolved by settlement or Final Order; *provided* that, if the Reorganized Debtors do not dispute a portion of an amount asserted pursuant to an otherwise Disputed Claim, the Disbursing Agent may make a partial distribution on account of that portion of such Claim that is not Disputed at the time and in the manner that the Disbursing Agent makes distributions to similarly situated Holders of Allowed Claims pursuant to the Plan. Any dividends or other distributions arising from property distributed to Holders of Allowed Claims in a Class and paid to such Holders under the Plan shall also be paid, in the applicable amounts, to any Holder of a Disputed Claim in such Class that becomes an Allowed Claim after the date or dates that such dividends or other distributions were earlier paid to Holders of Allowed Claims in such Class.

4. Minimum Distributions

No partial distributions or payments of fractions of New Securities shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Interest, as applicable, would otherwise result in the issuance of a number of New Securities that is not a whole number, the actual distribution of New Securities shall be rounded as follows: (a) fractions of greater than one-half (1/2) shall be rounded to the next higher whole number and (b) fractions of one-half (1/2) or less than one-half (1/2) shall be rounded to the next lower whole number with no further payment therefor. The total number of authorized shares of New Securities to be distributed pursuant to the Plan may (at the Debtors' discretion) be adjusted as necessary to account for the foregoing rounding.

Notwithstanding any other provision of the Plan, no Cash payment valued at less than $100.00, in the reasonable discretion of the Disbursing Agent and the Reorganized Debtors, shall be made to a Holder of an Allowed Claim on account of such Allowed Claim. Such Allowed Claims to which this limitation applies shall be discharged and its Holder forever barred from asserting that Claim against the Reorganized Debtors or their property.

5. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided*, *however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the later of (a) the Effective Date and (b) the date of the distribution. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, state, or other jurisdiction escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or Interest in property shall be discharged and forever barred. The Reorganized Debtors and the Disbursing Agent shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

Checks issued on account of Allowed Claims shall be null and void if not negotiated within one hundred eighty (180) calendar days from and after the date of issuance thereof.

Requests for reissuance of any check must be made directly and in writing to the Disbursing Agent by the Holder of the relevant Allowed Claim within the 180-calendar day period. After such date, the relevant Allowed Claim (and any Claim for reissuance of the original check) shall be automatically discharged and forever barred, and such funds shall revert to the Reorganized Debtors (notwithstanding any applicable federal, provincial, state or other jurisdiction escheat, abandoned, or unclaimed property laws to the contrary).

A distribution shall be deemed unclaimed if a Holder has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to the Reorganized Debtors of an intent to accept a particular distribution; (c) responded to the Debtors' or Reorganized Debtors' requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

F. Manner of Payment

At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check, wire transfer, automated clearing house, or credit card, or as otherwise required or provided in applicable agreements.

G. Registration or Private Placement Exemption

The New Securities are or may be "securities," as defined in Section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code, and applicable state securities laws.

1. Section 1145 of the Bankruptcy Code

Pursuant to section 1145 of the Bankruptcy Code, the offer, issuance, and distribution of the New Securities (other than the Reserved Shares or any Unsubscribed Shares, as described in Article VIII.G.2) by Reorganized Holdings as contemplated by the Plan (including the issuance of New Common Stock upon exercise of the Equity Subscription Rights and/or the New Warrants) is exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration prior to the offering, issuance, distribution or sale of securities. The New Securities issued by Reorganized Holdings pursuant to section 1145 of the Bankruptcy Code (1) are not "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (2) are freely tradable and transferable by any initial recipient thereof that (a) is not an "affiliate" of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (b) has not been such an "affiliate" within ninety (90) calendar days of such transfer, (c) has not acquired the New Securities from an "affiliate" within one year of such transfer and (d) is not an entity that is an "underwriter" as defined in section 1145(b) of the Bankruptcy Code; *provided* that transfer of the New Securities may be restricted by the LLC Agreement, the other New Organizational Documents, the New Shareholders' Agreement, if any, and the New Warrant Agreement.

2. Section 4(a)(2) of the Securities Act

The offer (to the extent applicable), issuance, and distribution of the Reserved Shares and the Unsubscribed Shares shall be exempt (including with respect to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code) from

registration under the Securities Act pursuant to Section 4(a)(2) thereof and/or Regulation D thereunder. Therefore, the Reserved Shares and the Unsubscribed Shares will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration or an applicable exemption from registration under the Securities Act and other applicable law. In that regard, each of the Equity Commitment Parties has made customary representations to the Debtors, including that each is an "accredited investor" (within the meaning of Rule 501(a) of the Securities Act) or a qualified institutional buyer (as defined under Rule 144A promulgated under the Securities Act).

3. DTC

Should the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the New Securities through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of transfers, exercise, removal of restrictions, or conversion of New Securities under applicable U.S. federal, state or local securities laws.

DTC shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Securities are exempt from registration and/or eligible for DTC book-entry delivery, settlement and depository services. Each Entity that becomes a Holder of New Common Stock indirectly through the facilities of DTC will be deemed bound by the terms and conditions of the LLC Agreement and other applicable New Organizational Documents and shall be deemed to be a beneficial owner of New Common Stock subject to the terms and conditions of the LLC Agreement.

Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Stock or the New Warrants (or New Common Stock issued upon exercise of the New Warrants) are exempt from registration and/or eligible for DTC book-entry delivery, settlement and depository services.

H. Compliance with Tax Requirements

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information, documentation, and certifications necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable or appropriate. All Persons holding Claims against any Debtor shall be required to provide any information necessary for the Reorganized Debtors to comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit. The Reorganized Debtors reserve the right to allocate any

distributions made under the Plan in compliance with applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

Notwithstanding any other provision of the Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit on account of such distribution.

I. No Postpetition or Default Interest on Claims

Unless otherwise specifically provided for in an order of the Bankruptcy Court, the Plan, the Final DIP Order, or the Confirmation Order, postpetition interest shall not accrue or be paid on any Claims and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any such Claim for purposes of distributions under the Plan.

J. Allocations

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to the remaining portion of such Allowed Claim, if any.

K. Setoffs and Recoupment

The Debtors or the Reorganized Debtors may, but shall not be required to, setoff against or recoup any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any claims, rights, and Causes of Action of any nature whatsoever that the Debtors or the Reorganized Debtors, as applicable, may have against the Holder of such Allowed Claim pursuant to the Bankruptcy Code or applicable nonbankruptcy law, to the extent that such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (pursuant to the Plan or otherwise); *provided*, *however*, that the failure of the Debtors or the Reorganized Debtors, as applicable, to do so shall not constitute a waiver, abandonment or release by the Debtors or the Reorganized Debtors of any such Claim they may have against the Holder of such Claim.

Notwithstanding anything to the contrary in the Plan, nothing in the Plan shall modify the rights, if any, of Broadstone Rev New Jersey, LLC and 540 Beautyrest Avenue, LLC, solely to the extent that either such entity is a counterparty to any Unexpired Lease of nonresidential real property, to assert any right of setoff or recoupment that such party may have under applicable bankruptcy or non-bankruptcy law, subject to section 553 of the Bankruptcy Code and any other applicable bankruptcy law, including, but not limited to: (1) the ability, if any, of such parties to setoff or recoup a security deposit held pursuant to the terms of their Unexpired Lease with the Debtors, or any successors to the Debtors, under the Plan; (2) assertion of rights of setoff or recoupment, if any, in connection with Claims reconciliation; or (3) assertion of setoff or recoupment as a defense, if any, against any claim or action by the Debtors. The Debtors rights with respect thereto are expressly reserved.

L. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtors or the Reorganized Debtors, as applicable, shall reduce a Claim against any Debtor, and such Claim (or portion thereof) shall be Disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment on account of such Claim from a party that is not a Debtor or a Reorganized Debtor, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and also receives payment from a party that is not a Debtor or a Reorganized Debtor, as applicable, on account of such Claim, such Holder shall, within fourteen (14) days of receipt of such payment, repay or return the distribution to the applicable Reorganized Debtor to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen day grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy (other than a Talc Personal Injury Claim administered pursuant to the PI Claims Distribution Procedures). For the avoidance of doubt, the PI Claims Distribution Procedures and determination thereunder of the amount of and liability for any Talc Personal Injury Claims shall be for the sole purpose of distributing the recoveries provided by the Debtors to Class 9(a) under the Plan and for no other purpose. The insurers reserve all rights to defend and contest applicable causes of action or demands to the extent that they are brought against the insurers, or to the extent that such causes of action or demands seek recovery from the insurers. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim against any Debtor, then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in the Plan, including this Article VIII.L.3, (a) payments to Holders of Claims covered by the Debtors' insurance policies shall be in accordance with the provisions of any applicable insurance policy, and (b) nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors, the Reorganized Debtors, or any Person (including any Holder of a Hair Straightening Claim) or Entity may hold against any other Entity, including insurers, under any policies of insurance. Except as expressly set forth in this Article VIII.L.3 or in Articles VII.F, VIII.L.2 or IX.A.6 of the Plan, nothing contained herein shall

constitute or be deemed a waiver by such insurers of any rights or defenses, including coverage defenses, held by such insurers.

Except with respect to the Debtors' directors' and officers' insurance policies, and notwithstanding any provisions to the contrary in any of the Debtors' insurance policies, the applicable insurers shall have no obligation to pay any amounts that are within any applicable and unexhausted deductibles or self-insured retentions on account of any Hair Straightening Claims (a "Hair Straightening Deductible or SIR Obligation") under any applicable insurance policy on account of Hair Straightening Claims that are discharged pursuant to the Plan and applicable law. Holders of Allowed Hair Straightening Claims shall have no right to receive, and shall be deemed to have waived any such right to receive, from any applicable insurer any amounts that are within a Hair Straightening Deductible or SIR Obligation of an insurance policy, and Holders of Allowed Hair Straightening Claims shall be subject to and receive distributions solely pursuant to Article III.C.12 of the Plan, if any, on account of such amounts within a Hair Straightening Deductible or SIR Obligation, which treatment shall satisfy and exhaust, in full, any obligation of the Debtors, their Estates, the Reorganized Debtors, their Affiliates, insurers, or any other obligor under the applicable policy or policies to pay, reimburse, or otherwise satisfy any Hair Straightening Deductible or SIR Obligation, regardless of the amount or availability of the distribution. No insurer shall have a Claim or other Cause of Action against the Debtors, their Estates, the Reorganized Debtors, their Affiliates, or any other Entity for any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs. Nothing herein shall in any way affect an insurance company's obligations under any insurance policy issued or providing coverage to the Debtors, their Estates, or the Reorganized Debtors to pay amounts due under any insurance policy, including amounts in excess of any applicable Hair Straightening Deductible or SIR Obligation; *provided* nothing herein will require any insurer to pay the amount of any judgment or settlement within an unpaid Hair Straightening Deductible or SIR Obligations. For the avoidance of doubt, the automatic stay and the injunctions in Article X.G of the Plan do not apply to Causes of Action by Hair Straightening Claimants seeking to recover amounts due under any insurance policy in excess of any applicable Hair Straightening Deductible or SIR Obligation on account of Hair Straightening Claims once they are fully and finally liquidated in accordance with Article IX.A.6 of the Plan. The applicable insurer will be entitled to reduce the amount payable to a Hair Straightening Claimant on account of any settlement or judgment entered with respect to a Hair Straightening Claim in full dollars for any Hair Straightening Deductible or SIR Obligations applicable to such Claim pursuant to the applicable insurance policy.

All insurers under the Debtors' insurance policies are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtors, the Reorganized Debtors, any of their respective Affiliates, or any other Entity, or any assets of the Debtors, the Reorganized Debtors, any of their respective Affiliates, or any other Entities, or any collateral or security provided by or on behalf of the Debtors, the Reorganized Debtors, any of their respective Affiliates, and/or any other Entities: (a) commencing or continuing in any manner any cause of action, lawsuit, or other proceeding of any kind seeking to recover any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection

with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; (d) asserting any right of setoff, subrogation, contribution, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any Hair Straightening Deductible or SIR Obligation, except to the extent such obligation is for any unpaid Hair Straightening Claims Defense Costs.

For clarity, to preserve coverage under any Debtors' insurance policies, Holders of Hair Straightening Claims specifically reserve, and do not release, any claims they may have against the Debtors that implicate coverage under any of the Debtors' insurance policies, but recourse is limited to the proceeds of the Debtors' insurance policies in excess of any applicable Hair Straightening Deductible or SIR Obligations, and all other damages (including extra-contractual damages), awards, judgments in excess of policy limits, penalties, punitive damages, and attorney's fees and costs that may be recoverable from any of the Debtors (solely to the extent of distributions available under and in accordance with Article III.C.12 of the Plan, if any) or any of the Debtors' insurers consistent with the Plan.

For the avoidance of doubt, Holders of Hair Straightening Claims shall have no claims or recourse against the Debtors, the Reorganized Debtors, or any of their respective Affiliates, and the sole recovery on account of Hair Straightening Claims, if any, shall be from the Debtors' insurance policies, if permitted and in accordance with the terms of such policies and the Plan.

To the extent that it is determined by a Final Order that this Article VIII.L.3 does not apply to any insurance policy, the Reorganized Debtors shall not be deemed to have assumed such policy or policies and shall not be obligated to honor any obligations under such policy or policies pursuant to Article VII.F of the Plan. The foregoing sentence shall not apply to the Zurich Insurance Contracts or the Chubb Insurance Contracts, which are assumed pursuant to and in accordance with the terms of Article VII.G of the Plan.

M. Foreign Current Exchange Rate

As of the Effective Date, any Claim asserted in a currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate on the Petition Date, as quoted at 4:00 p.m. (prevailing Eastern time), midrange spot rate of exchange for the applicable currency as published in the Wall Street Journal, National Edition, on the day after the Petition Date.

ARTICLE IX.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Resolution of Disputed Claims

1. Allowance of Claims

After the Effective Date, each of the Reorganized Debtors (and, with respect to the administration of General Unsecured Claims, the GUC Administrator or the PI Claims Administrator, as applicable) shall have and retain any and all rights and defenses such Debtor had with respect to any Claim immediately before the Effective Date. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim against any Debtor shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code, or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim. For the avoidance of doubt, all references in this Article IX to (a) the GUC Administrator shall apply only in the event the GUC Trust is created in accordance with the Plan and only with respect to Claims in Classes 9(b), (c), and (d), and (b) the PI Claims Administrator shall apply only in the event the PI Settlement Fund is created in accordance with the Plan and only with respect to Claims in Class 9(a).

2. Claims and Interests Administration Responsibilities

Except as otherwise specifically provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Reorganized Debtors (or any authorized agent or assignee thereof), the GUC Administrator, and the PI Claims Administrator, as applicable, shall have the sole authority to: (a) File, withdraw, or litigate to judgment objections to Claims against any of the Debtors; (b) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (c) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor (and, solely with respect to the administration of General Unsecured Claims, the GUC Administrator or the PI Claims Administrator, as applicable) shall have and retain any and all rights and defenses that any Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest.

3. Estimation of Claims

Before or after the Effective Date, the Debtors or the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim against

any Debtor that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Disputed, contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim; *provided*, *however*, that such limitation shall not apply to Claims against any of the Debtors requested by the Debtors to be estimated for voting purposes only.

Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before fourteen (14) calendar days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims against any of the Debtors may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

4. Adjustment to Claims Without Objection

Any duplicate Claim or Interest, any Claim against any Debtor that has been paid or satisfied, or any Claim against any Debtor that has been amended or superseded, canceled, or otherwise expunged (including pursuant to the Plan), may, in accordance with the Bankruptcy Code and Bankruptcy Rules, be adjusted or expunged (including on the Claims Register, to the extent applicable) by the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator, as applicable, without the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court. Additionally, any Claim or Interest that is duplicative or redundant with another Claim or Interest against the same Debtor may be adjusted or expunged on the Claims Register at the direction of the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator, as applicable, without the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

5. Time to File Objections to Claims

Any objections to Claims against any of the Debtors shall be Filed on or before the Claims Objection Deadline.

6. Liquidation of Hair Straightening Claims

Hair Straightening Claims evidenced by a Hair Straightening Proof of Claim shall be liquidated in the Hair Straightening MDL or, in the event that the Hair Straightening MDL has

been terminated, in the United States District Court for the Southern District of New York consistent with the applicable provisions of 28 U.S.C. §§ 157 and 1334.

The Plan shall constitute an objection to each Hair Straightening Claim. On or after the later of (a) the Effective Date and (b) the date of entry of an order in the MDL permitting potential plaintiffs to file complaints directly in the Hair Straightening MDL (the "MDL Direct Filing Order"), each Hair Straightening Claimant that has properly filed a Hair Straightening Proof of Claim shall file a complaint naming the applicable Debtor(s) in the Hair Straightening MDL or, if the Hair Straightening MDL has terminated or is otherwise the inapplicable forum for such action, in the United States District Court for the Southern District of New York consistent with the applicable provisions of 28 U.S.C. §§ 157 and 1334, for the purpose of liquidating such Hair Straightening Claim against the applicable Debtor(s) (any such action, a "Hair Straightening Liquidation Action"). All Hair Straightening Liquidation Actions must be commenced no later than the later of (a) September 14, 2023, (b) 90 days after entry of the MDL Direct Filing Order, and (c) solely with respect to a Hair Straightening Claimant who is diagnosed after the Hair Straightening Bar Date, six (6) months from the date of the applicable diagnosis by a licensed medical doctor. Any Hair Straightening Claim for which a Hair Straightening Liquidation Action is not timely commenced pursuant to the foregoing sentence shall be disallowed.

The injunction set forth in Article X.G of the Plan is modified solely for the purpose of allowing Hair Straightening Claimants that have properly filed a Hair Straightening Proof of Claim to file and pursue Hair Straightening Liquidation Actions against the applicable Debtor(s) in the Hair Straightening MDL or in the United States District Court for the Southern District of New York consistent with the applicable provisions of 28 U.S.C. §§ 157 and 1334, as applicable.

For the avoidance of doubt, a settlement or judgment, if any, in respect of a Hair Straightening Claim, including in respect of any Hair Straightening Liquidation Action, to the extent not paid by insurance, shall be treated as an Other General Unsecured Claim and receive a distribution pursuant to the Plan, including Article III of the Plan, shall constitute and remain a prepetition Claim discharged against the Reorganized Debtors and their assets, and shall not, in any event, be recoverable against the Reorganized Debtors or their assets.

For the avoidance of doubt, this Article IX.A.6 applies solely to Hair Straightening Claims for which a timely and properly filed Hair Straightening Proof of Claim has been filed.

B. Disallowance of Claims

Any Claims against any of the Debtors held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code, or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Reorganized Debtors. Subject in all respects to Article IV.P, all Proofs of Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective

Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided herein or otherwise agreed to by the Debtors or the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator, as applicable, any and all Proofs of Claim filed after the applicable Claims Bar Date shall be deemed Disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Filed Claim has been deemed timely Filed by a Final Order.

C. Amendments to Proofs of Claim

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Proof of Claim or Interest may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, the GUC Administrator, or the PI Claims Administrator, as applicable, and any such new or amended Proof of Claim Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Bankruptcy Court; *provided*, *however*, that the foregoing shall not apply to Administrative Claims or Professional Compensation Claims.

D. No Distributions Pending Allowance

Notwithstanding anything to the contrary herein, if any portion of a Claim against any Debtor is Disputed, or if an objection to a Claim against any Debtor or portion thereof is Filed as set forth in this Article IX, no payment or distribution provided under the Plan shall be made on account of such Claim or portion thereof unless and until such Disputed Claim becomes an Allowed Claim.

E. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Allowed Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Allowed Claim, without any interest, dividends, or accruals to be paid on account of such Allowed Claim unless required under applicable bankruptcy law.

F. No Interest

Unless otherwise expressly provided by section 506(b) of the Bankruptcy Code or as specifically provided for herein or by order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims against any of the Debtors, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and

without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim; *provided*, *however*, that nothing in this Article IX.F shall limit any rights of any Governmental Unit to interest under sections 503, 506(b), 1129(a)(9)(A) or 1129(a)(9)(C) of the Bankruptcy Code or as otherwise provided for under applicable law.

ARTICLE X.

SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Interests, and Controversies

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for, and as a requirement to receive, the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith global and integrated compromise and settlement (the "Plan Settlement") of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that any Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest, as well as any and all actual and potential disputes between and among the Company Entities (including, for clarity, between and among the BrandCo Entities, on the one hand, and the Non-BrandCo Entities on the other and including, with respect to each Debtor, such Debtors' Estate), the Creditors' Committee, the Consenting BrandCo Lenders, the Consenting 2016 Lenders, and each other Releasing Party and all other disputes that might impact creditor recoveries, including, without limitation, any and all issues relating to (1) the allocation of the economic burden of repayment of the ABL DIP Facility and Term DIP Facility and/or payment of adequate protection obligations provided pursuant to the Final DIP Order among the Debtors; (2) any and all disputes that might be raised impacting the allocation of value among the Debtors and their respective assets, including any and all disputes related to the Intercompany DIP Facility; and (3) any and all other Settled Claims, including the Financing Transactions Litigation Claims. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan Settlement as well as a finding by the Bankruptcy Court that the Plan Settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. The Plan Settlement is binding upon all creditors and all other parties in interest pursuant to section 1141(a) of the Bankruptcy Code. In accordance with the provisions of the Plan, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

B. Discharge of Claims and Termination of Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including

any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default or "event of default" by the Debtors or their Affiliates with respect to any Claim or Interest on account of the Filing of the Chapter 11 Cases or the Canadian Recognition Proceeding shall be deemed cured (and no longer continuing). The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

C. Release of Liens

Except as otherwise specifically provided in the Plan, or any other Definitive Document, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, discharged, and compromised, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall revert to the Reorganized Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such mortgages, deeds of trust, Liens, pledges, or other security interests.

In addition, the ABL Agents, BrandCo Agent, 2016 Agent, ABL DIP Facility Agent, and Term DIP Facility Agent shall execute and deliver all documents reasonably requested by the Debtors, the Reorganized Debtors, or the Exit Facilities Agents, as applicable, to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Debtors or Reorganized Debtors to file UCC-3 termination statements or other jurisdiction equivalents (to the extent applicable) with respect thereto.

D. Releases by the Debtors

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

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

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (1) to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, any rights of the Debtors and the Reorganized Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action in response to such Causes of Action; *provided* that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action may not be asserted against any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Causes of Action set forth in the Schedule of Retained Causes of Action, including any Retained Preference Action, (3) any Cause of Action against any Excluded Party, (4) any commercial Cause of

Action arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (5) any Cause of Action against a Holder of a Disputed Claim, to the extent such Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, or (6) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

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

E. <u>Releases by the Releasing Parties</u>

As of the Effective Date, each of the Releasing Parties other than the Debtors is deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the Holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the BrandCo Entities, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the

business or contractual arrangements between any Debtor and any Releasing Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

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

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

F. Exculpation

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

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

Nothing in the Plan shall limit the liability of attorneys to their respective clients pursuant to Rule 1.8(h) of the New York Rules of Professional Conduct.

G. Injunction

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

H. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order), shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Recoupment

In no event shall any Holder of a Claim be entitled to recoup such Claim against any Claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

J. Protection Against Discriminatory Treatment

In accordance with section 525 of the Bankruptcy Code, and consistent with paragraph 2 of Article VI of the United States Constitution, all Entities, including Governmental Units, shall not discriminate against any Reorganized Debtor, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

K. Direct Action Claims

Subject to Articles VII.F and VIII.L.3 of the Plan, nothing contained in the Plan shall impair or otherwise affect the right, if any, of a Holder of a Claim, under applicable non-bankruptcy law, to assert direct claims solely against the Debtors' insurers. Except as explicitly set forth in Articles VII.G.5, IX.A.6, and VIII.L.3 of the Plan, nothing in the Plan grants the Holder of any Claim relief from the automatic stay of Bankruptcy Code section 362(a) or the injunction set forth in Article X.G of the Plan.

L. Qualified Pension Plans

Nothing in the Chapter 11 Cases, the Disclosure Statement, the Plan, the Confirmation Order, or any other document filed in the Chapter 11 Cases shall be construed to discharge, release, limit, or relieve any individual from any claim by the PBGC or the Qualified Pension Plans for breach of any fiduciary duty under ERISA, including prohibited transactions, with respect to the Qualified Pension Plans, subject to any and all applicable rights and defenses of such parties, which are expressly preserved. PBGC and the Qualified Pension Plans shall not be enjoined or precluded from enforcing such fiduciary duty or related liability by any of the provisions of the Disclosure Statement, Plan, Confirmation Order, Bankruptcy Code, or other document filed in the Chapter 11 Cases. For the avoidance of doubt, the Reorganized Debtors shall not be released from any liability or obligation under ERISA, the IRC, and any other applicable law relating to the Qualified Pension Plans.

M. Regulatory Activities

Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan, or Confirmation Order, no provision shall (1) preclude the SEC or any other Governmental Unit from enforcing its police or regulatory powers or (2) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor person or non-Debtor entity in any forum.

ARTICLE XI.

CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

A. Conditions Precedent to the Effective Date

It is a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article XI.B:

1. Confirmation and all conditions precedent thereto shall have occurred;

2. The Bankruptcy Court shall have entered the Confirmation Order and the Backstop Order, which shall be Final Orders and in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders and, in the case of the Confirmation Order, acceptable to the Creditors' Committee and the Required Consenting 2016 Lenders, solely to the extent required under the Restructuring Support Agreement;

3. The Debtors shall have obtained all authorizations, consents, regulatory approvals, or rulings that are necessary to implement and effectuate the Plan;

4. The final version of the Plan, including all schedules, supplements, and exhibits thereto, including in the Plan Supplement (including all documents contained therein), shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders (except to the extent that specific consent rights are set forth in the Restructuring Support Agreement with respect to certain Definitive Documents, which shall be subject instead to such consent rights), and reasonably acceptable to the Creditors' Committee and the Required Consenting 2016 Lenders solely to the extent required under the Restructuring Support Agreement, and consistent with the Restructuring Support Agreement, including any consent rights contained therein;

5. All Definitive Documents shall have been (or shall, contemporaneously with the occurrence of the Effective Date, be) executed and in full force and effect, and shall be in form and substance consistent with the Restructuring Support Agreement, including any consent rights contained therein, and all conditions precedent contained in the Definitive Documents shall have been satisfied or waived in accordance with the terms thereof, except with respect to such conditions that by their terms shall be satisfied substantially contemporaneously with or after Consummation of the Plan;

6. No Termination Notice or Breach Notice as to the Debtors shall have been delivered by the Required Consenting BrandCo Lenders under the Restructuring Support Agreement in accordance with the terms thereof, no substantially similar notices shall have been sent under the Backstop Commitment Agreement, and neither the Restructuring Support Agreement nor the Backstop Commitment Agreement shall have otherwise been terminated;

7. Adversary Case Number 22-01134 shall have been resolved in a form and manner satisfactory to the Debtors and the Required Consenting BrandCo Lenders and Adversary Case Number 22-01167 shall have been (or shall, concurrently with the occurrence of the Effective Date, be) dismissed in its entirety with prejudice;

8. All professional fees and expenses of retained professionals that require the Bankruptcy Court's approval shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow in accordance with Article II.B pending the Bankruptcy Court's approval of such fees and expenses;

9. All Restructuring Expenses incurred and invoiced as of the Effective Date shall have been paid in full in Cash;

10. The Restructuring Transactions shall have been (or shall, contemporaneously with the occurrence of the Effective Date, be) implemented in a manner consistent in all material respects with the Plan and the Restructuring Support Agreement;

11. The Enhanced Cash Incentive Program and the Global Bonus Program shall be in form and substance acceptable to the Debtors and the Required Consenting BrandCo Lenders; and

12. The Debtors or the Reorganized Debtors, as applicable, shall have obtained directors' and officers' insurance policies and entered into indemnification agreements or similar arrangements for the Reorganized Holdings Board, which shall be, in each case, effective on or by the Effective Date.

B. Waiver of Conditions

The conditions to Consummation set forth in Article XI.A may be waived by the Debtors, the Required Consenting BrandCo Lenders, and, to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders (except with respect to Article XI.A.12, which may be waived by the Debtors in their sole discretion), and, with respect to conditions related to the Professional Fee Escrow, the beneficiaries of the Professional Fee Escrow, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan. The failure of the Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

C. Effect of Failure of Conditions

If Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims, Causes of Action, or Interests; (2) prejudice in any manner the rights of such Debtor, any Holder, any Person, or any other Entity; or (3) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor, any Holder, any Person, or any other Entity.

ARTICLE XII.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments

Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan and the Restructuring Support Agreement), the Debtors reserve the right, with the consent of the Required Consenting BrandCo Lenders, and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders, to modify the Plan (including the Plan Supplement), without additional disclosure pursuant to section 1125 of the Bankruptcy Code prior to the Confirmation Date and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. After the Confirmation Date and before substantial consummation of the Plan, the Debtors may initiate proceedings in the Bankruptcy Court pursuant to section 1127(b) of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Plan Supplement, the Disclosure Statement, or the Confirmation Order, relating to such matters as may be necessary to carry out the purposes and intent of the Plan; *provided* that each of the foregoing shall not violate the Restructuring Support Agreement.

After the Confirmation Date, but before the Effective Date, the Debtors, with the consent (not to be unreasonably withheld, conditioned, or delayed) of the Required Consenting BrandCo Lenders, and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders, and subject to the applicable provisions of the Restructuring Support Agreement, may make appropriate technical adjustments and modifications to the Plan (including the Plan Supplement) without further order or approval of the Bankruptcy Court; *provided* that such adjustments and modifications do not materially and adversely affect the treatment of Holders of Claims or Interests.

B. Effect of Confirmation on Modifications

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw the Plan before the Confirmation Date and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then, absent further order of the Bankruptcy Court: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise not previously approved by Final Order of the Bankruptcy Court embodied in the Plan (including the fixing or limiting to an amount certain of the Claims or Interests or Classes of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any

Claims or Interests; (b) prejudice in any manner the rights of such Debtor, any Holder, any Person, or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor, any Holder, any Person, or any other Entity. For the avoidance of doubt, the foregoing sentence shall not be construed to limit or modify the rights of the Creditors' Committee or the Consenting BrandCo Lenders pursuant to Section 6 of the Restructuring Support Agreement.

ARTICLE XIII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, except as set forth in the Plan, the Bankruptcy Court shall retain exclusive jurisdiction, to the fullest extent permissible under law, over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests, including but not limited to Talc Personal Injury Claims pursuant to the PI Claims Distribution Procedures;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable, and to hear, determine and, if necessary, liquidate, any Claims against any of the Debtors arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article VII, the Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory, expired, or terminated;

4. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

5. ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;

6. adjudicate, decide, or resolve: (a) any motions, adversary proceedings, applications, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor, or the Estates that may be pending on the Effective Date or that, pursuant to the Plan, may be commenced after the Effective Date, including, but not limited to, the Retained Preference Actions; (b) any and all matters related to Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's

obligations incurred in connection with the Plan; and (c) any and all matters related to section 1141 of the Bankruptcy Code;

7. enter and implement such orders as may be necessary or appropriate to construe, execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Confirmation Order, the Plan, the Plan Supplement, or the Disclosure Statement;

8. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with Consummation, including interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

10. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity or Person with Consummation or enforcement of the Plan;

11. hear and resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, discharges, releases, injunctions, exculpations, and other provisions contained in Article X and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim for amounts not timely repaid pursuant to Article VIII.L.1;

13. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

14. determine any other matters that may arise in connection with or relate to the Plan, the Plan Supplement, the New Organizational Documents, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement; *provided* that the Bankruptcy Court shall not retain jurisdiction over disputes concerning documents contained in the Plan Supplement that have a jurisdictional, forum selection, or dispute resolution clause that refers disputes to a different court;

15. adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein;

16. consider any modifications of the Plan, to cure any defect or omission or to reconcile any inconsistency in the Plan, the Disclosure Statement, or any Bankruptcy Court order, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

17. determine requests for the payment of Claims against any of the Debtors entitled to priority pursuant to section 507 of the Bankruptcy Code;

18. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order or any transactions or payments contemplated hereby or thereby, including disputes arising in connection with the implementation of the agreements, documents, or instruments executed in connection with the Plan;

19. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, 511, and 1146 of the Bankruptcy Code;

20. enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Cases with respect to any Person or Entity, and resolve any cases, controversies, suits, or disputes that may arise in connection with any Person or Entity's rights arising from or obligations incurred in connection with the Plan;

21. hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with the administration of the GUC Trust or PI Settlement Fund, including but not limited to matters arising under the PI Claims Distribution Procedures;

22. hear and determine any other matter not inconsistent with the Bankruptcy Code;

23. enter an order or final decree concluding or closing any of the Chapter 11 Cases;

24. hear and determine matters concerning exemptions from state and federal registration requirements in accordance with section 1145 of the Bankruptcy Code and section 4(a)(2) of, and Regulation D under, the Securities Act;

25. hear and determine all disputes involving the existence, nature, or scope of the release provisions set forth in the Plan.

26. hear and determine matters concerning the implementation of the Management Incentive Plan;

27. solely with respect to actions taken or not taken within the 3-month period immediately following the Effective Date with respect to the Executive Severance Term Sheet and the Amended Revlon Executive Severance Pay Plan, or the 6-month period immediately following the Effective Date with respect to the CEO Employment Agreement Term Sheet and the Amended CEO Employment Agreement, hear and determine all matters concerning the Executive Severance Term Sheet, the Amended Revlon Executive Severance Pay Plan, the CEO Employment Agreement Term Sheet, and the Amended CEO Employment Agreement and any modifications thereto in accordance with the Restructuring Support Agreement; and

28. hear and resolve any cases, controversies, suits, disputes, contested matters, or Causes of Action with respect to the Settled Claims and any objections to proofs of claim in connection therewith.

Nothing herein limits the jurisdiction of the Bankruptcy Court to interpret and enforce the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Plan Supplement, or the Disclosure Statement, without regard to whether the controversy with respect to which such interpretation or enforcement relates may be pending in any state or other federal court of competent jurisdiction.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article XIII, the provisions of this Article XIII shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Unless otherwise specifically provided herein or in a prior order of the Bankruptcy Court, the Bankruptcy Court shall have exclusive jurisdiction to hear and determine disputes concerning Claims against the Debtors that arose prior to the Effective Date.

ARTICLE XIV.

MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article XI.A and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the final versions of the documents contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, any and all Holders of Claims or Interests (irrespective of whether their Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors and each of their respective heirs executors, administrators, successors, and assigns.

B. Substantial Consummation

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

C. Further Assurances

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or Reorganized Debtors, as applicable, and all Holders receiving distributions pursuant to the Plan and all other parties in interest shall,

from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

D. Statutory Committee and Cessation of Fee and Expense Payment

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases, including the Creditors' Committee, shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases, and the Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the Creditors' Committee on and after the Effective Date.

E. Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor or any other Entity with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor or other Entity before the Effective Date.

F. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, receiver, trustee, successor, assign, Affiliate, officer, director, agent, representative, attorney, beneficiary, or guardian, if any, of such Entity.

G. Notices

Any pleading, notice, or other document required by the Plan or the Confirmation Order to be served or delivered shall be served by first-class or overnight mail:

If to a Debtor or Reorganized Debtor, to:

Revlon, Inc.
55 Water St., 43rd Floor
New York, New York 10041-0004
Attention: Andrew Kidd, EVP, General Counsel
Matthew Kvarda, Interim Chief Financial Officer
Email: Andrew.Kidd@revlon.com
Mkvarda@alvarezandmarsal.com

with copies (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064

Facsimile: (212) 757-3990
Attention: Paul M. Basta
Alice B. Eaton
Kyle J. Kimpler
Robert A. Britton
Brian Bolin
Sean A. Mitchell
Irene Blumberg
E-mail: pbasta@paulweiss.com
aeaton@paulweiss.com
kkimpler@paulweiss.com
rbritton@paulweiss.com
bbolin@paulweiss.com
smitchell@paulweiss.com
iblumberg@paulweiss.com

If to the Ad Hoc Group of BrandCo Lenders:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Facsimile: (212) 701-5331
Attention: Eli J. Vonnegut
Angela M. Libby
Stephanie Massman
E-mail: eli.vonnegut@davispolk.com
angela.libby@davispolk.com
stephanie.massman@davispolk.com

If to the Ad Hoc Group of 2016 Term Loan Lenders:

Akin Gump Strauss Hauer & Feld LLP
2001 K Street, N.W.
Washington, D.C. 20006
Facsimile: (202) 887-4288
Attention: James Savin
Kevin Zuzolo
E-mail: jsavin@akingump.com
kzuzolo@akingump.com

If to the Creditors' Committee:

Brown Rudnick LLP
Seven Times Square
New York, New York 10036
Facsimile: (212) 209-4801

Attention: Robert J. Stark
Bennett S. Silverberg
E-mail: rstark@brownrudnick.com
bsilverberg@brownrudnick.com

After the Effective Date, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, an Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Entire Agreement

Except as otherwise indicated, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the website of the Debtors' claims and noticing agent at https://cases.ra.kroll.com/Revlon or the Bankruptcy Court's website at http://www.nysb.uscourts.gov.

K. Severability of Plan Provisions

If, before Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, with the consent of the Required Consenting BrandCo Lenders, and, solely to the extent required under the Restructuring Support Agreement, the Creditors' Committee and the Required Consenting 2016 Lenders, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding,

alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' or Reorganized Debtors' consent, consistent with the terms set forth herein; and (3) non-severable and mutually dependent.

L. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors shall be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code and other applicable law, and pursuant to sections 1125(e), 1125, and 1126 of the Bankruptcy Code, and the Debtors, the Consenting BrandCo Lenders, and each of their respective Affiliates, and each of their and their Affiliates' agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys, in each case solely in their respective capacities as such, shall be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of New Securities offered and sold under the Plan and any previous plan and, therefore, no such parties, individuals, or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the New Securities offered and sold under the Plan or any previous plan.

M. Closing of Chapter 11 Cases

Upon the occurrence of the Effective Date, the Reorganized Debtors shall be permitted to (a) close all of the Chapter 11 Cases except for one of the Chapter 11 Cases as determined by the Reorganized Debtors, and all contested matters relating to each of the Debtors, including objections to Claims, shall be administered and heard in such remaining Chapter 11 Case, and (b) change the name of the remaining Debtor and case caption of the remaining open Chapter 11 Case as desired, in the Reorganized Debtors' sole discretion.

N. Waiver or Estoppel

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed prior to the Confirmation Date.

O. Deemed Acts

Subject to and conditioned on the occurrence of the Effective Date, whenever an act or event is expressed under the Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party by virtue of the Plan and the Confirmation Order.

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Dated: March 31, 2023

REVLON, INC.
on behalf of itself and each of its Debtor affiliates

/s/ Robert M. Caruso
Robert M. Caruso
Chief Restructuring Officer

SCHEDULE "B"

FORM OF INFORMATION OFFICER'S TERMINATION CERTIFICATE

SCHEDULE "B"

FORM OF INFORMATION OFFICER'S TERMINATION CERTIFICATE

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

INFORMATION OFFICER'S TERMINATION CERTIFICATE

A. Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "**Court"**) dated June 20, 2022 (the "**Supplemental Order**"), KSV Restructuring Inc. was appointed as information officer of the Court (in such capacity, the "**Information Officer**") in the proceeding (the "**CCAA Proceedings**") commenced by Revlon, Inc., in its capacity as the foreign representative of Revlon, Inc. and 50 other debtors in possession

that filed voluntary petitions for relief pursuant to Chapter 11 of the U.S. Bankruptcy Code (the "**Chapter 11 Debtors**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").

B. Pursuant to an Order of the Court dated April 21, 2023 (the "**CCAA Termination Order**") made in the CCAA Proceedings, the Court (a) recognized the *Findings of Fact, Conclusions Of Law, and Order Confirming the Third Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "**Plan Confirmation Order**"), and (b) provided for the termination of these CCAA proceedings upon the filing of this certificate (the "**Information Officer's Termination Certificate**") with the Court.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the CCAA Termination Order.

THE INFORMATION OFFICER CERTIFIES that:

1. The Information Officer has been advised by the Chapter 11 Debtors (or their counsel) that the conditions to the Plan becoming effective have been satisfied or waived pursuant to Article XI.A and Article XI.B of the Plan.

2. To the knowledge of the Information Officer, all matters to be attended to in connection with the Foreign Representative's CCAA Proceedings (Court File No. CV-22-00682880-00CL) have been completed.

ACCORDINGLY, the CCAA Termination Time as defined in the CCAA Termination Order has occurred.

DATED at Toronto, Ontario this____day of _, 2023

KSV RESTRUCTURING INC., in its capacity as Information Officer, and not in its personal capacity

Per: _____

Name: ●

Title: ●

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
(Plan Confirm Order and Termination of CCAA Proceedings)

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

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

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

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

Lawyers for the Applicant

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

AND IN THE MATTER OF REVLON, INC. et al

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD - VOLUME 2 of 2
(Recognition of Plan Confirmation Order and Termination of CCAA Proceedings)

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

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

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

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

Fax: 416.862.6666

Lawyers for the Applicant